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**DECLARATION OF CONDOMINIUM  
OF  
THE BOND (1080 BRICKELL), A CONDOMINIUM**

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**DECLARATION OF CONDOMINIUM**  
**OF**  
**THE BOND (1080 BRICKELL), A CONDOMINIUM**

MDR TOLEDO, LLC, a Florida limited liability company, hereby declares:

**Section 1.**  
**INTRODUCTION AND SUBMISSION**

1.1 The Land. The Developer owns fee simple title to certain land located in Miami-Dade County, Florida, as more particularly described on the sheets labeled 4 through 6 in **Exhibit "1"** annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the property described in Exhibit "1" annexed hereto, including all improvements erected or to be erected thereon and therein (but excluding all public or private utility installations, e.g., cable television and/or other receiving or transmitting lines, antennae or equipment therein or thereon) to the condominium form of ownership and use in the manner provided for in the Act, as hereafter defined. In no event shall any property located outside of the boundaries of the Condominium as described in Exhibit "1" annexed hereto, for any purposes be deemed part of the Condominium or shall be subject to the jurisdiction of the Association, the operation and effect of the Act or any rules or regulations promulgated pursuant thereto, unless such property is conveyed to the Association. Notwithstanding anything to the contrary in this Declaration, the Developer hereby reserves and retains unto itself, and its successors and assigns, all right, title and ownership of the Air Rights, Roof Rights and Signage Rights set forth in Section 26 of this Declaration, as well as the Development Rights, Entitlements, Air Rights, Signage Rights and other Reserved Rights set forth in Article 13 of the Master Covenants, without the consent or joinder of any other party; provided, however, that the Association and each Unit Owner shall execute and deliver any documents necessary or desirable to effectuate the purpose and intent of the foregoing provision. The foregoing reserved rights and interests shall not for any purposes be deemed part of the Condominium and shall not be subject to the ownership or jurisdiction of the Association. Neither the Land nor any of the Units shall be within a Multi-condominium.

1.3 Name. The name by which this condominium is to be identified is THE BOND (1080 BRICKELL), a Condominium (hereinafter called the "Condominium").

**Section 2.**  
**DEFINITIONS.**

In addition to the terms defined elsewhere in this Declaration or in the Master Covenants, the following terms when used in this Declaration and in its exhibits, as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.

2.2 "Applicable Law" means all laws, rules, regulations, codes and ordinances of the United States, the State of Florida, the County and the City, applicable to the ownership, operation and use of the Condominium Property, as renumbered from time to time and, except as to the Act, as amended from time to time.

2.3 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.

2.4 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against a Unit Owner.

2.5 "Association" or "Condominium Association" means THE BOND (1080 BRICKELL) CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

2.6 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.

2.7 "Board" or "Board of Directors" means the board of directors and the members of the board of directors, from time to time, of the Association.

2.8 "Building" means the structure within a portion of which the Condominium Property is located.

2.9 "By-Laws" mean the By-Laws of the Association, as amended from time to time.

2.10 "Charges" mean the funds required for the payment of expenses, interest, costs, and/or attorneys' fees, other than Common Expenses, which from time to time are charged to a Unit Owner (but not necessarily against all Unit Owners).

2.11 "City" means the City of Miami, State of Florida.

2.12 "Commercial Parcel" means the commercial space on portions of the first floor of the Building which is located outside the Condominium but within the Properties, and may be used for any commercial-related activities, as provided in the Master Covenants.

2.13 "Commercial Parcel Owner" means the owner(s) of all or any portion of the Commercial Parcel.

2.14 "Committee" means a group of members of the Board or Unit Owners, or members of the Board and Unit Owners, appointed by the Board, or by a member of the Board, to make recommendations to the Board or to take action on behalf of the Board.

2.15 "Common Elements" means and includes:

(a) The portions of the Condominium Property which are not a part of or included within the Units;

(b) Non-exclusive easements through the Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and to the Common Elements;

(c) An easement of support in every portion of a Unit which contributes to the support of the Building;

(d) The property and installations, including, without limitation, the conduits, ducts, plumbing, wiring and other facilities located within the Units, required for the furnishing of utilities and other services to more than one Unit or to the Common Elements; and

(e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.

2.16 "Common Expenses" mean all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Condominium Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a Common Expense by the Act, this Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include: (i) all expenses incurred by the Association for the maintenance, repair or replacement of those portions of the Units for which it is responsible pursuant to Section 7.1 of this Declaration; (ii) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (iii) if applicable, the cost of a master satellite or cable television system or duly franchised cable, video, data, and/or phone service obtained pursuant to a bulk contract; (iv) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house and/or interactive communications and surveillance and restricted access systems which are reasonably related to the general benefit of the Unit Owners; (v) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (vi) to the extent that the Association determines to install exterior storm shutters, all expense of installation, repair, and maintenance of same by the Board, including, without limitation, any and all costs associated with putting the shutters on in the event of an impending storm and the costs of taking the shutters off once the storm threat passes; (vii) any lease payments required under leases for mechanical equipment and/or supplies including, without limitation, leases for recycling and/or trash compacting equipment, etc., if same is leased by the Association rather than being owned by it; (viii) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems; (ix) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (x) costs of fire, windstorm, flood, liability and all other types of insurance including, without limitation, and specifically, insurance for officers and directors of the Association; (xi) costs of sewer, electricity, gas and other utilities which are not consumed by and metered or submetered to individual Units; (xii) costs of water, even if separately metered or submetered, which are consumed by individual Units; (xiii) costs resulting from damage to the Condominium Property which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage; (xiv) Limited Common Expenses, if any; (xv) costs for maintaining, repairing and replacing submetering equipment, if any; and (xvi) any costs incurred by the Association in maintaining any portion of the "Shared Facilities" if and to the extent, if any, that such maintenance responsibilities are delegated to the Association by the Shared Facilities Owner, as provided for in the Master Covenants. Common Expenses shall not include assessments of the Shared Facilities Owner for "Shared Expenses" or the costs associated with

maintaining any portion of the "Shared Facilities" unless delegated to the Association by the Shared Facilities Owner as provided for in the Master Covenants, even if collected on their behalf by the Condominium Association, nor shall it include any other separate obligations of individual Unit Owners or any costs or expenses under the Master Covenants, to the extent that such costs and expenses are included within the budget of, and incurred by, the Shared Facilities Owner.

2.17 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, but excluding funds collected for reserves, over the amount of Common Expenses.

2.18 "Condominium Parcel" means a Unit together with the Limited Common Elements appurtenant to said Unit and the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.19 "Condominium Property" means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.20 "County" means the County of Miami-Dade, State of Florida.

2.21 "Declaration" or "Declaration of Condominium" means this instrument and all exhibits attached hereto, as the same may be amended from time to time.

2.22 "Developer" means **MDR TOLEDO, LLC**, a Florida limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder may be specifically assigned. Developer may assign all or any portion of its rights hereunder, or all or any portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, or an assignment to a "bulk assignee" or "bulk buyer" as defined in the Act, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In the event the holder of any mortgage executed by the Developer, or any subsidiary or affiliate of the holder, obtains title to all or any portion of the Condominium Property by foreclosure, or deed in lieu thereof, or other conveyance, such holder, or subsidiary or affiliate of the holder, shall become the Developer only if it so elects by written notice to the Board, except as otherwise provided by the Act or the rules promulgated thereunder, but regardless of such election the holder, or subsidiary or affiliate of the holder, shall have the right to assign any of the rights of the Developer as provided herein to any third party who acquires title to all or a portion of the Condominium Property from the holder, or subsidiary or affiliate of the holder. In any event, any subsequent Developer shall not be liable for any defaults or obligations incurred by any prior Developer, and any prior Developer shall not be liable for any defaults or obligations assumed by any subsequent Developer, except as same are expressly assumed by such party. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.

2.23 "Dispute," for purposes of Section 19.1, means any disagreement between two or more parties that involves: (a) the authority of the Board under any law, rule or regulation or under this Declaration, the Articles or the By-Laws to: (i) require any Owner to take any action, or not to take any action, involving that Owner's Unit; or (ii) alter or add to a common area or Common Element; or (b) the failure of the Association, when required by law, rule or regulation or this Declaration, the Articles or By-Laws to: (i) properly conduct elections; (ii) give adequate notice of meetings or other actions; (iii) properly conduct meetings; or (iv) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves: title to any Unit, Limited Common Elements or Common Elements; the interpretation or enforcement of any warranty; the levy of a fee or Assessment, or the collection of an Assessment levied against a party; the eviction or other removal of a tenant from a Unit; alleged breaches of fiduciary duty by one or more directors of the Association; or claims for damages to a Unit based upon an alleged failure of the Association to maintain the Common Elements or Condominium Property.

2.24 "Division" means the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation, or its successor.

2.25 "Electronic Transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers.

2.26 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on and in the Condominium Property, including, but not limited to, portions of the Building.

2.27 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender and any other person or entity regularly engaged in the business of making mortgage and/or mezzanine loans, or the Developer, holding a first mortgage on a Unit or Units, or any party holding a mortgage executed by the Developer. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.

2.28 "Life Safety Systems" mean those emergency lighting, audio and visual signals, monitoring systems and sprinkler and smoke detection systems which have been installed in the Building, both within and without the Units, pursuant to the requirements of the applicable governmental authority having jurisdiction over same. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, shall be Common Elements, unless otherwise designated as "Shared Facilities" in or pursuant to the Master Covenants.

2.29 "Limited Common Elements" mean those Common Elements, the exclusive use and enjoyment of which is reserved to the Owners and occupants of a certain Unit or Units to the exclusion of the Owners and occupants of other Units, as specified in this Declaration.

References herein to Common Elements shall also include all Limited Common Elements unless the context would prohibit or unless otherwise expressly provided.

2.30 "Master Covenants" means the Declaration of Covenants, Restrictions and Easements for The Bond (1080 Brickell), dated August 30, 2013, and recorded September 5, 2013, in Official Records Book 28807, Page 0544 of the Public Records of Miami-Dade County, as now or hereafter amended, modified or supplemented.

2.31 "Multi-condominium" means a real estate development containing two or more condominiums, all of which are operated by the same association and shall not be applicable to either the Land or any of the Units.

2.32 "Parcel" or "Parcels" means the Condominium, the Commercial Parcel, the Shared Facilities Parcel and any other portions of the Properties designated as a "Parcel," as further described in the Master Covenants.

2.33 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, first mortgages on Units securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.34 "Properties" means that certain parcel of land, and the improvements thereon, of which the Condominium is a part and which is subject to the terms of the Master Covenants.

2.35 "Shared Facilities" means those portions of the Shared Facilities Parcels designated as Shared Facilities pursuant to the Master Covenants.

2.36 "Shared Facilities Owner" means the owner(s) of all or any portion of the Shared Facilities Parcel, which will be responsible for operating and maintaining the Shared Facilities Parcel.

2.37 "Shared Facilities Parcel" means the multi-story parking facilities, access areas and other improvements located outside the Condominium Property but within the Properties, as provided in the Master Covenants.

2.38 "Turnover" means the date the Developer no longer has the right to elect or appoint a majority of the Board of Directors at which time the Unit Owners shall assume control of the Association.

2.39 "Unit" or "Units" mean those portions of the Condominium Property which are subject to exclusive ownership.

2.40 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.

### **Section 3. DESCRIPTION OF CONDOMINIUM**

3.1 Identification of Units. Each Unit is identified by a separate numerical or alpha-numerical designation. The designation of each of such Units is set forth on Exhibit "1" attached hereto. Exhibit "1" consists of a survey of the Land, a graphic description of the Improvements located or to be located thereon, including, but not limited to, portions of the Building, and a plot

plan thereof. Said Exhibit "1," together with this Declaration, is sufficient in detail to identify the Common Elements, Limited Common Elements and each of the Units and their relative locations and dimensions. There shall pass with the Units as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus as set forth herein; (b) the exclusive right to use such portion of the Common Elements and Limited Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) any other appurtenances as may be provided by this Declaration. The Condominium and the Units located therein are to be as graphically depicted on Exhibit "1" attached hereto and any further improvements to the Condominium shall be consistent with the building types, architectural styles and size of the Units set forth therein.

3.2 Unit Boundaries. Each Unit shall include that part of the Building that lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the Unit (which will be deemed to be the ceiling of the top story of the Unit is a multi-story Unit).

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story of the Unit if the Unit is a multi-story Unit).

(iii) Interior Divisions. Except as provided in subsections (i) and (ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the floors of a multi-floor Unit, or nonstructural interior walls shall be considered a boundary of the Unit.

(iv) Boundaries Further Defined. The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit, community systems and other facilities running through any interior wall or partition for utility services to other Units and/or for Common Elements. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Units shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

(c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all

frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that the exteriors of doors facing interior Common Element hallways shall not be included in the boundaries of the Unit and shall be Common Elements. Further, notwithstanding anything to the contrary, the structural components of the Building and the Life Safety Systems, regardless where located, are expressly excluded from the Units and are instead deemed Common Elements, unless otherwise designated as "Shared Facilities" in the Master Covenants.

(d) Exceptions and Conflicts. In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on Exhibit "1," the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as-built boundaries of the Unit, as above described, shall control over any erroneous dimensions contained in Exhibit "1" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "1" attached hereto is erroneous the Developer (so long as it owns any Units) or the President of the Association (after the Developer no longer owns any Units) shall have the right to unilaterally amend this Declaration to correct such survey, and any such amendment shall not require the joinder of any Unit Owner or mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit "1" shall control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on Exhibit "1" describing the boundaries of a Unit, the language of this Declaration shall control.

(e) Support Elements. All columns and other structural elements supporting any portion of the Improvements, whether or not located within a Unit shall be and are hereby declared Common Elements whether or not included in Exhibit "1" attached hereto. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO POST TENSION CABLES AND/OR RODS CONTAINED IN THE BUILDING SHALL BE CONSIDERED A PART OF A UNIT. AS SUCH POST TENSIONED CABLES AND/OR RODS ARE ESSENTIAL TO THE STRUCTURE AND SUPPORT OF THE BUILDING, ALL POST TENSION TENSIONED CABLES AND/OR RODS SHALL BE DEEMED COMMON ELEMENTS AND MAY NOT BE DISTURBED OR ALTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION.**

3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

(a) Patios, Balconies, Terraces and Lanais. Any patio, balcony, terrace and lanai (and all improvements thereto and walls facing same) as to which direct and exclusive access shall be afforded to any particular Unit(s) to the exclusion of others shall be a Limited Common Element of such Unit(s), if, and only if, designated as a Limited Common Element on Exhibit "1" to this Declaration. The Association shall be responsible for the maintenance of the structural and mechanical elements of all such Limited Common Elements, with the Owner of the Unit to which they are appurtenant responsible for the general maintenance and appearance of such areas, as well as the general cleaning, plant care and upkeep of the appearance of the area(s) and for the repair and replacement of any floor coverings placed or installed on any patio, balcony, terrace and/or lanai and the insurance of all contents thereon. A Unit Owner using a patio, balcony, terrace and/or lanai or making or causing to be made any additions, alterations or improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate,

to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom. The approval requirements set forth in Section 9.1 of this Declaration shall be applicable to any proposed improvements to such Limited Common Elements.

(b) Miscellaneous Areas, Equipment. Any area designated as a Limited Common Element on Exhibit "1" attached hereto, as well as any fixtures or equipment (e.g., an air conditioning compressor or hot water heater) serving a Unit or Units exclusively, and any area (e.g., a closet or ground slab) upon/within which such fixtures or equipment are located, which are outside the Unit(s), shall be Limited Common Elements of such Unit(s). The maintenance (and cost) of any such equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which it is assigned.

(c) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one or more Units (e.g., any hallway serving a single Unit or more than one Unit owned by the same Owner) shall be deemed a Limited Common Element of the Unit(s) served. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act):

(a) Support. Each Unit, the Building and the other Improvements shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements, the remainder of the Building and any other abutting structure or improvement including (without limitation) any structures and improvements governed by the Master Covenants.

(b) Utility and Other Services; Drainage. Non-exclusive easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable or satellite television, communications and monitoring systems, and other services, exhaust, and drainage in order to serve the Condominium and/or other portions of the Properties. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable or satellite television, communications, monitoring systems, or other service, exhaust or drainage facilities, or the use of these easements. The Association or its agents shall have an irrevocable right of access to each Unit and to the Limited Common Elements to maintain, repair or replace the pipes, meters, submeters, wires, ducts, vents, cables, conduits and other utility, video, data, and/or phone, communications and similar systems, private elevators, air conditioner equipment, hot water heaters, service, exhaust, and drainage facilities, and to Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing such facilities or easements herein reserved; provided, such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit and Limited Common Elements, and except in the event of an emergency, entry shall be made on not less than one day's notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

(c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit (or Limited Common Element appurtenant thereto); (b) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements; (c) any Improvements encroach upon the common elements or condominium property of any other condominium subject to the Master Covenants, or upon any other portion of the Properties described therein; (d) any common elements or "Improvements" of any other condominium or Parcel subject to the Master Covenants, or any Shared Facilities created under the Master Covenants, encroach upon the Condominium Property; or (e) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements and/or Association Property made by or with the consent of the Association or the Developer, as appropriate; (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements and/or the Association Property; or (v) any non-purposeful or non-negligent act of a Unit Owner, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as any such Improvements, shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Owner and occupant of a Unit, and their respective guests and invitees, the Shared Facilities Owner and its designees, contractors, subcontractors and employees, and each member of the Association shall exist (i) for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements and Association Property as from time to time may be intended and designated for such purpose and use and to afford pedestrian access to and from any portion of the Condominium Property located within or surrounded by the Improvements or, to the extent reasonable necessary, to provide access to any portion of the Shared Facilities located within the Shared Facilities Parcel, or to any other Parcel; and (ii) for vehicular and pedestrian traffic over, through and across such portions of the Common Elements and Association Property as from time to time may be paved and intended for such purposes, if any. Without limiting the generality of the foregoing, easements are hereby reserved over, under and upon the stairways, as may be reasonably necessary to afford access to and from, (i) any parking areas located within the Properties, (ii) any portions of the Properties as may be reasonably necessary in the event of an emergency, (iii) any portions of the Properties as may be reasonably necessary for the operation, maintenance, repair, replacement and/or alteration of any portion of the Properties. None of the easements specified in this subsection shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(e) Association Easements. The Association (and its designees, contractors, subcontractors and employees) shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation (but without obligation or duty), to close exterior storm shutters in the event of the issuance of a storm watch or storm warning. An easement is hereby reserved over, through and across each Unit and all Limited Common Elements appurtenant thereto in order afford access to the Association (and its designees, contractors, subcontractors and employees) to perform

roof repairs and/or replacements, and to repair, replace, maintain and/or alter rooftop mechanical equipment.

(f) Sales, Marketing and Development Activities. As long as Developer holds any Unit(s) or Parcel(s) in the Properties for sale in the ordinary course of business, Developer, its designees, successors and assigns, shall have (i) the right to use any Unit(s) owned or leased by Developer, and any other part of the Common Elements or Association Property, for guest accommodations, models and sales and construction offices, to show model Units and the Common Elements to prospective purchasers and lessees of Units, and to use Units as guest suites, and to erect on the Condominium Property and Association Property signs and other promotional materials to advertise Units for sale or lease; (ii) such easements over, upon, across and under the Condominium Property as may be reasonably required in connection with the development, construction, decoration, marketing, sale or leasing of any Unit within the Condominium Property, or within any other property owned by the Developer.

(g) Shared Facilities Owner Easements. The Shared Facilities Owner and its designees, contractors, subcontractors, employees and assigns, shall have easements to enter onto the Condominium Property and Association Property for the purpose of performing such functions as are permitted or required to be performed by the Shared Facilities Owner pursuant to the Master Covenants, including, but not limited to, maintenance, controlled-access activities (if any), fire hose access and enforcement of architectural control and other restrictions. An easement for such purposes is hereby granted and reserved to the Shared Facilities Owner and its designees, contractors, subcontractors, employees and assigns, and each Owner, by acceptance of a deed or other conveyance of a Unit, shall be deemed to have agreed to the grant and reservation of easement herein described and the rights herein vested in the Shared Facilities Owner. Notwithstanding anything herein contained to the contrary, in order to provide for the orderly distribution and regulation of the Shared Facilities, to the extent that any portion of the Condominium Property is necessary or desirable (in the sole determination of the Shared Facilities Owner) for maximizing and easing traffic flow through the parking areas adjacent to the Condominium Property, then the Condominium Association shall have the right (but not the obligation) to delegate the operation and maintenance of all such portions of the Condominium Property to the Shared Facilities Owner as "Shared Facilities" of and under the Master Covenants, and the maintenance, operation and regulation of such portions of the Condominium Property shall be vested in the Shared Facilities Owner. An easement for such purposes is hereby granted and reserved to the Shared Facilities Owner and its designees, contractors, subcontractors, employees and assigns, and each Owner, by acceptance of a deed or other conveyance of a Unit, shall be deemed to have agreed to the grant and reservation of easements herein described and the rights herein vested in the Shared Facilities Owner. The easements reserved in favor of the Shared Facilities Owner and its designees, contractors, subcontractors, employees and assigns, shall include access easements through all Units and Limited Common Elements to perform exterior maintenance to the Building, including such window washing and painting as the Shared Facilities Owner may be required to perform, and easements to stage window washing and other maintenance equipment on the Limited Common Elements. All easements and rights provided for in the Master Covenants, in favor of the Shared Facilities Owner and its designees, contractors, subcontractors, employees and assigns, are hereby granted to the Shared Facilities Owner and its designees, contractors, subcontractors, employees and assigns.

(h) Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over, through and across the Common Elements in the performance of their respective

duties. Additionally, easements are hereby reserved in favor of all Unit Owners and other Owners of the Properties (and their guests, tenants and invitees) for emergency ingress and egress over, through and across all stairways.

(i) Master Covenants Easements. All of the easements and rights provided for in the Master Covenants in favor of the Owners and the Declarant thereunder, are hereby regranted to such Owners and the Declarant hereunder.

(j) Developer Easements. The Developer and its designees, contractors, subcontractors, employees and assigns shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance or warranty purposes where the Association fails to do so or where the Developer, in its sole discretion, determines that it is necessary or desirable to do so. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its designees, contractors, subcontractors, employees and assigns shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice) and without requiring any consideration to be paid by the Developer to the Unit Owners and/or to the Association, to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, replacements, improvements and/or maintenance, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the Association or any Unit Owner to grant, or to interfere with, such access, shall alleviate the Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes the Developer in any way in Developer's activities described in this Subsection. **The easements reserved in this subsection shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer and the issuance of any certificates of occupancy for the Condominium Property (or portions thereof). Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be) as set forth in Section 27 below.**

(k) Roof. A non-exclusive easement in favor of the Developer and its successors and assigns, and their respective designees, contractors, subcontractors, employees and assigns, is hereby reserved, to the fullest extent permitted by law, to allow the Developer and its designees, contractors, subcontractors, employees and assigns to install mechanical equipment, antennas, dishes, receiving, transmitting, monitoring and/or other equipment or items which Developer may elect to install (the "Private Rooftop Equipment"), whether for itself or any third party (including persons who are not Owners of any portion of Properties) upon the roof of the Condominium and/or upon any mechanical installations located upon the roof. Without limiting the generality of the foregoing, easements in favor of the Developer and its designees, contractors, subcontractors, employees and assigns shall exist: (i) for pedestrian traffic over, through and across the Common Elements as may be necessary to access the Condominium rooftop, (ii) to connect to the utility systems within the Condominium and over, through and across such other portions of the Condominium Property as may be reasonably necessary to permit hook-up of any Private Rooftop Equipment, and (iii) over, in,

under and upon such portions of the Condominium Property as may be reasonably necessary or appropriate for the installation, maintenance, repair, replacement and/or alteration of the Private Rooftop Equipment. Notwithstanding anything to the contrary contained in this subsection, in exercising any of the easements granted herein, Developer and its designees, contractors, subcontractors, employees and assigns may not materially impair service to any Units and/or the Common Elements and must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction.

(l) HVAC Equipment. To the extent that any HVAC and/or other mechanical equipment (the "Mechanical Equipment") located on any portion of the Condominium rooftop serves all or any portions of a Parcel, then an easement is hereby reserved for the Owner of such Parcel (or its tenant, or its or their contractors, agents, designees and assignees) to take such actions as are necessary or desired to maintain, operate, repair and/or replace such Mechanical Equipment. Without limiting the generality of the foregoing, easements in favor of the Parcel Owners (if applicable) shall exist: (i) for pedestrian traffic over, through and across the Common Elements as may be necessary to access the Condominium rooftop, (ii) to connect to the utility systems within the Condominium and over and across such other portions of the Condominium Property as may be reasonably necessary to permit hook-up of any Mechanical Equipment, and (iii) over, in, under and upon such portions of the Condominium Property as may be reasonably necessary or appropriate for the installation, maintenance, repair, replacement and/or alteration of the Mechanical Equipment. Notwithstanding anything to the contrary contained in this subsection, in exercising any of the easements granted herein, the Parcel Owners may not materially impair service to any Units and/or the Common Elements and must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction.

(m) Utility Room Easements. To the extent that any Parcel is connected to, or derives service (utility or otherwise) from, any meter room, transformer room or other room (and/or from the equipment contained in such rooms) located within the Condominium Property (including, without limitation, all pipes, lines, ducts, wires and other items which connect from the applicable Parcel (if any) to such rooms, the "Utility Equipment"), then an easement is hereby reserved for such Parcel Owner (or its tenant, or its or their contractors, agents, designees and assignees) to take such actions as are necessary or desired to maintain, operate repair and/or replace such Utility Equipment. Without limiting the generality of the foregoing, easements in favor of the Parcel Owners shall exist: (i) for pedestrian traffic over, through and across the Common Elements as may be necessary to access any such Utility Equipment, (ii) to connect to the utility systems within the Condominium and over and across such other portions of the Condominium Property as may be reasonably necessary to permit hook-up of or to any Utility Equipment, and (iii) over, in, under and upon such portions of the Condominium Property as may be reasonably necessary or appropriate for the installation, maintenance, repair, replacement and/or alteration of the Utility Equipment. Notwithstanding anything to the contrary contained in this subsection, in exercising any of the easements granted herein, the Parcel Owners may not materially impair service to any Units and/or the Common Elements and must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction.

(n) Additional Easements. The Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, video, data, and/or phone, monitoring systems, communications, maintenance or service easements (and appropriate bills

of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements, exhaust, or drainage facilities, in any portion of the Condominium and/or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or any improvement located within the Properties or for the general health, welfare or benefit of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration or the Master Covenants; provided, that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. All easements and rights provided for in the Master Covenants in favor of the Declarant, the Easement Beneficiaries, the Parcel Owners, and/or the Owner of a Unit or Parcel to which any Limited Shared Facilities (as defined in the Master Covenants) are assigned are hereby regranted to such parties, as applicable, and the Developer, its assignees, designees and nominees.

#### **Section 4.**

#### **RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.**

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action may be brought for partition of the Common Elements, the Condominium Property, or any part thereof, except as provided herein with respect to termination of the Condominium.

#### **Section 5.**

#### **OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.**

5.1 Percentage Ownership and Shares. Each Unit shall own an undivided share of the Common Elements and Common Surplus, and share of the Common Expenses, which shall be based upon the total square footage of such Unit in uniform relationship to the total square footage of each other Unit in the Condominium, as more particularly set forth on **Exhibit "2"** attached hereto.

5.2 Voting. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and the Articles of the Association. Each Unit Owner shall be a member of the Association.

#### **Section 6. AMENDMENTS.**

Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:

6.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Except as may be elsewhere provided, approvals must be by an affirmative vote representing in excess of two-thirds (2/3) of the voting interests of Unit Owners. Directors not present in person at the meeting considering the amendment may vote by telephone conference, while Unit Owners not present at such a meeting may vote by proxy, provided that such proxy is delivered to the Secretary of the Association at or prior to the meeting.

6.2 By the Board. Except as elsewhere provided herein or by the Act, the Board of Directors, upon the unanimous vote of all the directors, shall have the right, without the consent of the Unit Owners, to make the following amendments to this Declaration: (i) amendments made to conform to the requirements of any Institutional First Mortgagee so that such mortgagee will make, insure, or guarantee first mortgage loans on the Units, (ii) amendments required by any governmental or quasi-governmental authority, or (iii) amendments made to conform with the provisions of this Declaration, or to the Master Covenants, or to any provisions of the Act or any rule promulgated thereunder, or any other applicable statute or regulation now or hereafter adopted or amended; provided, however, that no such amendment shall be effective to impose any additional liability or obligation on the Developer.

6.3 Material Amendments. No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereof, join in the execution of the amendment, and a majority of the voting interests of the Unit Owners approve the Amendment.

6.4 Material Alterations or Substantial Additions. The Association shall not make any material alterations or substantial additions to the Common Elements or to real property which is Association Property, without the approval of a majority of the voting interests of the Unit Owners. The installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or substantial addition to the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.

6.5 Mortgagee's Consent. No amendment may be adopted which would adversely affect the priority of any Institutional First Mortgagee's lien, or any Institutional First Mortgagee's right to foreclose its lien, or that otherwise materially affect the rights and interests of the Institutional First Mortgagee, without the consent of the aforesaid Institutional First Mortgagee in each instance. Except as specifically provided herein, or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

6.6 By or affecting the Developer. Notwithstanding anything herein contained to the contrary, as long as the Developer has the right to elect a majority of the Board, this Declaration, the Articles of Incorporation or the By-Laws may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, including, without limitation, those changes to Developer-owned Units permitted in Section 10 of

this Declaration, but expressly excluding an amendment: (i) to permit timeshare estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units); (ii) to effect a "Material Amendment" (as defined in Section 6.3 above); or (iii) to effect changes or amendments prohibited to be made by the Developer or by the Association pursuant to the Act. No amendment to this Declaration, the Articles or the By-Laws may be adopted by the Association, the Board or any other party which would eliminate, modify, alter, prejudice, abridge or otherwise adversely affect, in any manner, any rights, benefits, privileges or priorities granted or reserved to the Developer, without the consent of the Developer in each instance which may be withheld in its sole and unfettered discretion. Additionally, pursuant to Section 718.106(2)(e) of the Act, all rights in this Declaration which are granted or reserved to the Developer shall be deemed to be an appurtenance to the Units owned by the Developer, and shall not be eliminated, modified, prejudiced, abridged or impaired by any amendment, rule or regulation without the consent of the Developer in each instance.

6.7 Water Management District. No amendment may be adopted which would affect the surface water management and/or drainage systems, including environmental conservation areas, without the consent of the applicable water management district (the "District"). The District shall determine whether the amendment necessitates a modification of the current surface water management permit. If a modification is necessary, the District will advise the Association. The District has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Association

6.8 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors, which shall include recording information identifying this Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of this Declaration is effective when the applicable certificate is properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words inserted in the text shall be underlined; and deleted words shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision \_\_\_\_\_ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

## **Section 7. MAINTENANCE AND REPAIRS.**

7.1 Units. All maintenance, repairs and replacements of, in or to any Unit, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (including compressor units), fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or other

property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Notwithstanding the foregoing, any Common Elements located within the Unit shall be maintained by the Association.

7.2 Common Elements. Except to the extent expressly provided to the contrary herein, all maintenance, repairs and replacements in or to the Common Elements and the Limited Common Elements shall be performed by the Association, including, without limitation, any Common Elements located within the boundaries of the Units. The cost and expense of such maintenance, repairs and replacements, shall be charged to all Unit Owners as a Common Expense, except (i) to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners; (ii) with respect to the Limited Common Elements; or (iii) to the extent proceeds of insurance are made available therefor.

7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair the following specific items shall be the responsibility of the Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units or are Limited Common Elements:

(a) where a Limited Common Element consists of a patio, balcony, terrace, or lanai, the Unit Owner who has the right to the exclusive use of said patio, balcony, terrace, or lanai shall be responsible for the maintenance, care and preservation of the finished surfaces of floors within said areas, if any, the fixed and/or sliding glass door(s) in the entrance way(s) or other portions of said area, if any, the wiring, electrical outlet(s) and fixture(s) thereon, if any, the replacement of light bulbs, if any, as well as for the general maintenance and appearance of such areas, and the insurance of all contents thereon. Notwithstanding the foregoing, the Association shall be responsible for the structural maintenance, repairs and replacement of all such patios, balconies, terraces and lanais with the Owner of the Unit to which they are appurtenant responsible for the general maintenance and appearance of such areas, as well as the insurance of all contents thereon. The approval requirements set forth in Section 9.1 of this Declaration shall be applicable to any proposed improvements to such Limited Common Elements. The Unit Owner shall also maintain, repair and replace, at its sole cost and expense, all portions of any hurricane shutter(s), including such portion of the Common Elements, if any, to which the hurricane shutter(s) is attached (in the event the hurricane shutter(s) is attached to any Common Element, the Common Element to which the hurricane shutter(s) is attached shall become a Limited Common Element upon the attachment of said hurricane shutter(s), the maintenance, repair and replacement of which shall be the responsibility of the Unit Owner).

(b) except as provided in Section 3.3, any additions, alterations or improvements to Units or Limited Common Elements shall be subject to the consents and approvals required in Section 9 of this Declaration, and the applicable Owner shall be fully responsible for the maintenance, repair and replacement of any such additions, alterations or improvements.

7.4 Reporting to the Association. No Unit Owner shall operate, maintain, repair or replace any portion of the Condominium Property to be operated, maintained, repaired and/or replaced by the Association, or the Association Property, without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association or any applicable management company any defects or need for repairs, maintenance or replacements, the responsibility for which is that of the Association.

7.5 Authorization to Enter. Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, repair or replacement of any Common Elements or any other Unit, or for making emergency repairs necessary to prevent damage to any Common Elements or to any other Unit, the Owner of the Unit shall permit the Association or persons authorized by it to enter the Unit for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency no advance notice will be required. Any damage resulting from any such entry shall be a Common Expense, except where such entry is required in order to repair a Unit, in which event the Unit Owner will be responsible for such damage. To facilitate entry in the event of any emergency, the Owner of each Unit shall deposit a key to the service entry door of such Unit with the Association.

7.6 Damage Responsibility. Each Unit Owner and occupant shall be liable for any damage to the Common Elements, or any Limited Common Elements, or any other Unit, caused by the Unit Owner or by any occupant of his Unit, or by any guest or invitee thereof, or caused by fire, leaking water, or other cause emanating from the Owner's Unit, to the extent the cost of repairing any such damage is not paid by insurance obtained by the Association. Any maintenance, repair or replacement which was necessitated by the failure of a Unit Owner or by any of its family, tenants, guests or invitees, to abide by their obligations hereunder, or was caused by the willful or negligent act of a Unit Owner, its family, tenants, guests or invitees, shall be effected by the Association at said Unit Owner's sole expense and a Charge therefor shall be made against its Unit. Additionally, if the Association determines the Unit Owner has failed to abide by its obligations hereunder, and, to the extent necessary to prevent damage to the Common Elements or to any Unit, the Association may, but shall not be obligated to, perform any maintenance, repair or replacement to any portions of a Unit or the Improvements thereon for which the Unit Owner is responsible, at said Unit Owner's sole expense, and a Charge therefor shall be made against such Unit.

7.7 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) where proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than those Limited Common Elements, or portions thereof, to be maintained by the Unit Owners as provided above) and Association Property shall be performed by the Association and the cost and expense thereof shall be assessed to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be a Charge against such Units. No Unit Owner shall operate, maintain, repair or replace any portion of the Condominium Property to be operated, maintained, repaired and/or replaced by the Association, or the Association Property, without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association, or to any applicable management company, any defects or need for repair, maintenance, or replacements, the responsibility for which is that of the Association.

7.8 Exception for Casualty Damage. Notwithstanding anything in this Section 7 to the contrary, in the event any portion of a Unit, Limited Common Element or Common Element required to be maintained by the Association is damaged or destroyed by fire, hurricane or other casualty covered by property insurance which the applicable Unit Owner maintains and which actually covers such damage or destruction, the Association may require the Unit Owner to be responsible for payment of the costs incurred by the Association in repairing and restoring any such damage that exceed the amount of the insurance proceeds received by the Association. Notwithstanding the foregoing, the provisions of this Section 7.8 are not intended to impose an

obligation to insure any such property which exceeds a Unit Owner's obligations under 718.111(11) of the Act.

7.9 Effect on Other Parcels. Given the integration of the Condominium Property with the other Parcels within the Properties, and the effect that changes to the Condominium Property may have on other Parcels or the operations conducted therefrom, the Association agrees that:

(a) it shall maintain the Common Elements and the Condominium consistent with that which was originally constructed, subject to reasonable wear and tear (provided that same does not become unsightly) and in accordance with the requirements of the Master Covenants; and

(b) there shall be no change, modification or alteration to the exterior of the Building, without the prior written consent of the Shared Facilities Owner.

#### **Section 8. ADDITIONS, IMPROVEMENTS OR ALTERATIONS BY THE ASSOCIATION.**

Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of three percent (3%) of the then applicable budget of the Association in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing in the aggregate three percent (3%) of the then applicable budget of the Association or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year. All additions, alterations and improvements proposed to be made by the Association may also be subject to the specific action and veto rights provided in the Master Covenants.

#### **Section 9. ADDITIONS, ALTERATIONS OR IMPROVEMENTS.**

9.1 By Unit Owners/Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to his Unit or to any Limited Common Element, the Common Elements or the Association Property, which alters the exterior appearance thereof, which could in any way affect the structural, electrical, plumbing or mechanical systems of the Building, or which otherwise requires the approval of the Association pursuant to Section 17 of this Declaration, without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of any such addition, alteration or improvement within thirty (30) days after such request and all additional

information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked, unless the work is not completed within one (1) year from the date of such approval. The Board shall have the right to hire an independent architect, engineer or other consultant it deems necessary in connection with the approval of improvements made by a Unit Owner pursuant to this Section 9.1 and all costs incurred in connection therewith may, at the discretion of the Board, be charged solely to the Unit Owner requesting such approval. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Board of Directors, or any officer, agent or Committee thereof, the Developer and all other Unit Owners, harmless from and to indemnify them for, any liability or damage to the Condominium Property and expenses arising therefrom.

Without limiting the generality of the foregoing, any Unit Owner proposing to install any such additions, alterations or improvements within his Unit or the Limited Common Elements shall, if required by the Board of Directors, submit to it a summary of the liability insurance coverage to be obtained for such improvement. From and after the time the installation of the improvement is commenced, and if required by the Board of Directors, the Unit Owner and his heirs, successors and assigns shall at all times maintain such insurance coverage under the same terms and in the same amounts as those originally approved by the Board of Directors. Without limiting the generality of Section 11.2 hereof, neither the Association, the Board of Directors, any Committee, member, director, officer, agent or employee thereof, the Developer or manager nor any of their respective directors, officers, Committees, employees, contractors, agents or affiliates, shall be liable for any injury or damage caused by any defects, unsafe conditions or other matters arising from the use (be it authorized or unauthorized) of the afore-described improvements, notwithstanding any approvals given by any of the aforesaid parties as to the installation of such improvements. In the event that the foregoing sentence is ultimately held to be unenforceable or otherwise not effective, the Unit Owner, his lessees and/or successors in title shall indemnify and hold harmless the Association, its Board of Directors, and the Developer, and all of their respective directors, Committee members, officers, employees, contractors, agents and affiliates, for and from all manners of action, claims, judgments, and other liabilities in any way whatsoever connected with any such improvements contemplated herein. The foregoing insurance and indemnity provisions shall also apply to each Owner and occupant of the applicable Unit other than the Developer even if any such improvement is installed by the Developer.

**Without limiting the generality of the foregoing, inasmuch as the Condominium has been constructed with post tensioned cables and/or rods, absolutely no penetration shall be made to any floor slabs, roof slabs or ceiling slabs without the prior written consent of the Board of Directors and review of the as-built plans and specifications for the Building to confirm the approximate location of the post tensioned cables and/or rods. The plans and specifications for the Building shall be maintained by the Association as part of its official records. Each Unit Owner, by accepting a deed or otherwise acquiring title to a Unit shall be deemed to: (i) have assumed the risks associated with post tension construction, and (ii) agree that the penetration of any post tensioned cables and/or rods may threaten the structural integrity of the Building. Each**

**Owner hereby releases Developer, its members, managers, contractors, architects, engineers, and its and their officers, directors, shareholders, members, managers, partners, employees and agents from and against any and all liability that may result from penetration of any of the post tensioned cables and/or rods.**

The Association may condition any such proposed improvement upon, among other things: (i) a reasonable damage deposit being posted with the Association, by the party authorizing work to be done, for protection against damage which may result to the Common Elements or other Units; and/or (ii) a certificate of liability and worker's compensation insurance being provided to the Association, naming the Association as an insured thereunder, as to each party to perform such work.

**9.2 Improvements, Additions or Alterations by Developer.** Anything in this Declaration, or in the Articles, By-Laws or any rules and regulations, to the contrary notwithstanding, the foregoing restrictions of this Section 9 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Association, the Board of Directors or other Unit Owners, to (a) make alterations, additions or improvements, structural and nonstructural, interior and exterior, ordinary and extraordinary, in, to and upon the rooftop or any Unit owned by it and any Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements and the installation of signs), or both of them; and (b) expand, alter or add to all or any part of the recreational facilities. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.2 shall be adopted in accordance with Section 16.7 and Section 10 of this Declaration. To the extent that an amendment hereunder changes the configuration or size of any Unit in any material fashion, materially alters or modifies the appurtenances to the Unit or changes the proportion or percentage by which the Owner of the Unit shares the Common Expenses or owns the Common Surplus, such an amendment shall require the consent of the record Owner of the Unit, all record owners of liens on the affected Unit, as well as a majority of total voting interests, unless it is required by any governmental entity.

**9.3 Life Safety Systems.** Neither any Unit Owner nor the Association shall make any additions, alterations or improvements to the Life Safety Systems without the prior consent of the appropriate governmental authority. No lock, padlock, bar, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner or by the Association without the Association obtaining the consent of the applicable governmental authority having jurisdiction over same. All means of egress must permit unobstructed travel at all times. No barrier including, but not limited to, personal property, shall impede the free movement ingress and egress.

## **Section 10. CHANGES IN DEVELOPER-OWNED UNITS.**

Without limiting the generality of the provisions of paragraph 9.2 above, and anything to the contrary in this Declaration notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or nonstructural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size of Developer-owned Units, by

combining separate Developer-owned Units into a single apartment (although being kept as two separate legal Units), or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units into adjacent Common Elements, provided that the Owners of such Units consent thereto and that any such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 10, shall be effected by the Developer alone pursuant to Section 6.6, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of the same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Section 6.3 above. Without limiting the generality of Section 6.6 hereof, the provisions of this section may not be added to, amended or deleted without the prior written consent of the Developer. To the extent that an amendment hereunder changes the configuration or size of any Unit in any material fashion, materially alters or modifies the appurtenances to the Unit or changes the proportion or percentage by which the Owner of the parcel shares the Common Expenses or owns the Common Surplus, such an amendment shall require the consent of the record owner of the Unit, all record owners of liens on the affected Unit, and all the record owners of all other Units, as well as a majority of total voting interests, unless required by any governmental entity.

## **Section 11. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION.**

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and By-Laws (respectively **Exhibits "3" and "4"** annexed hereto), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to each Unit and Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for pest control, or other purposes and for the maintenance, repair or replacement of any Common Elements, Limited Common Elements or any portions of a Unit to be maintained by the Association, or at any time and by force, if necessary, to prevent damage or to make emergency repairs to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning and/or to maintain, repair, replace and/or operate Life Safety Systems.

(b) The power to make and collect Assessments, Charges and other levies against Unit Owners and to require, administer, lease, maintain, repair and replace the Common Elements and Association Property.

(c) The Association shall assume all of Developer's and/or its affiliates' responsibilities to the City, the County, and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by the City and/or County, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

(d) The duty to maintain accounting records pursuant to accepted accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.

(e) The power to contract for the management and maintenance of the Condominium Property (which shall at all times comply with the provisions of Section 718.3025) and to authorize a management agent (who may or may not be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and Charges, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in this Declaration, the Articles, By-Laws, rules and regulations and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association. The Association, and its Board, shall at all times comply with the disclosure requirements set forth in Section 718.3026(3), to the extent applicable.

(f) Subject to the provisions of Section 8, the power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing. The foregoing restriction shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners, provided that no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.

(g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.

(h) The power to act as the exclusive agent of the Unit Owners in the manner provided in the Master Covenants with respect to the affairs of the Commercial Parcel and the Shared Facilities Parcel, including, without limitation, the power to collect assessments, charges and other amounts levied by the Shared Facilities Owner; provided, however, that any such funds so collected shall not be deemed Assessments or Common Expense hereunder.

(i) The power to charge a fee for the exclusive use of any Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted, by the Association, a right to such exclusive use.

(j) The power to acquire, convey, lease and encumber real and personal property. Personal property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, subject to Section 8 hereof. Real property (including, without limitation, any of the Units) shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors; provided, that the requirements of Section 8 pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso regarding the debt incurred) shall also apply to the acquisition of real property; provided, further, however, that the acquisition of a Unit as a result of a foreclosure of the lien for Assessments or Charges (or by deed in lieu of foreclosure) shall be made upon the majority vote of the Board, regardless of the price for same and the Association, through its Board, has the power to hold, lease, mortgage or convey the acquired Unit without requiring the consent of Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

(k) The power to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(l) The obligation to (i) operate and maintain the surface water management system in accordance with the permit issued by the District, (ii) carry out, maintain, and monitor any required wetland mitigation tasks, if any, and (iii) maintain copies of all permitting actions with regard to the District.

(m) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation, the By-Laws, Chapters 607 and 617, Florida Statutes and the Act, in all cases except as may be expressly limited or restricted therein.

(n) In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration and the Master Covenants or otherwise, the Master Covenants shall take precedence over this Declaration, and this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time; provided, however, that nothing set forth in the Master Covenants shall conflict with the powers and duties of the Association or the rights of the Unit Owners as provided in the Act. Notwithstanding anything in this Declaration, its exhibits or the Master Covenants to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

11.2 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair required hereunder, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or

workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 9.1 hereof. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Association nor any of its officers, directors, committees, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to his Unit, agrees not to seek damages from the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing (nor shall its review of any plans be deemed approval of) any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses and liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder. The Association also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, theft, personal injury, death or other liability, including (without limitation) any liability for any damaged or stolen vehicles or other personal property left therein or elsewhere within the Common Elements, or on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.

11.3 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.

11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required as to any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration, the Articles, the By-Laws or under Applicable Law.

11.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors, is specifically required in this Declaration, the Articles or By-Laws, applicable rules and regulations or Applicable Law, all approvals or actions permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

11.6 Effect on Developer. Notwithstanding anything herein to the contrary, if the Developer holds one or more Units for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of Developer.

(a) Assessment of the Developer as a Unit Owner for capital improvements, or for transitional engineers or attorneys or for legal expenses incurred in any other action that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in assessments for Common Expenses, without discrimination against the Developer, shall not be deemed to be detrimental to its sales of Units;

(b) Any action by the Association that would, in the Developer's sole and exclusive opinion, be detrimental to the construction, decorating, design, marketing, promotion or sale of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of Units.

11.7 Registry of Owners and Mortgagees. The Association shall at all times maintain a register of the names and addresses of the Unit Owners and known mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of its interest in such Unit, together with recording information identifying the instrument by which such transferee acquired interest in the Unit. Each Owner of a Unit encumbered by a mortgage(s) may, but is not obligated to, notify the Association of the name and address of such mortgagee(s) and the recording information identifying same. The holder of any mortgage(s) encumbering a Unit may notify the Association of any such mortgage(s) and, upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

## **Section 12.**

### **DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFOR.**

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, adopted from time to time, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if and to the extent required by, and not waived in accordance with, Applicable Law or established by the Association), the operation, maintenance, repair and replacement of the Condominium Property and/or Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall designate, subject to change, to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the By-Laws.

**Section 13.**  
**COLLECTION OF ASSESSMENTS.**

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

13.2 Special and Capital Improvement Assessments and Charges. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(a) "Special Assessments" shall mean and refer to any assessment levied against a Unit Owner other than the Assessment required by a budget adopted annually.

(b) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Limited Common Elements or Association Property.

(c) Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessment or Capital Improvements Assessments, in the aggregate in any year, exceed \$125,000.00 or cause the total Assessments levied to exceed 115% of the Assessments for the preceding calendar year, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.

13.3 Default in Payment of Assessments for Common Expenses. Assessments, and installments thereof, not paid within ten (10) days from the first day of the period in which they become due shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid. The Association may also charge an administrative late fee, in addition to such interest, in an amount not to exceed the highest amount provided for in the Act. The Association has a lien on each Condominium Parcel to secure the payment of Assessments, together with interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Except as otherwise provided in the Act, and as set forth below, the lien for Assessments described above is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to first mortgages of record, the lien for Assessments is effective from and after the date of the recording of a claim of lien in the Public Records of the County. Notwithstanding anything herein to the contrary, charges other than interest and reasonable attorneys' fees and costs relating to the collection process shall not be Common Expenses, shall not be collectible as Assessments, and shall not be secured by the Association's lien rights arising pursuant to the Act. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Unit, the name of the record Unit Owner, the name and address of the Association, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other

amounts as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall be effective longer than one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The one-year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming an interest in the parcel. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the balance of the Assessment installments for the current budget year to be accelerated and immediately due and payable. In the event that the amount of such installments changes during the period for which Assessments were accelerated, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

13.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

13.5 First Mortgagees. Any first mortgagee or its successors or assignees who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure or otherwise, is liable for all Assessments which come due while it is the Unit Owner and is jointly and severally liable with the previous Unit Owner for all unpaid Assessments which came due up to the time of the transfer of title. This liability is without prejudice to any rights the first mortgagee or any such other party may have to recover any such sums it may have paid to the Association from the previous Unit Owner. Notwithstanding the foregoing, in no event shall any such first mortgagee or its successors or assigns be liable for more than the Unit's unpaid Assessments which accrued or come due during the twelve (12) months immediately preceding its acquisition of title to the Unit, and for which payment in full has not been received by the Association, or by one percent (1%) of the original mortgage debt, whichever amount is less. The provisions of this

paragraph shall not apply unless the first mortgagee or its successors or assigns joins the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after the transfer of title. Failure to pay the amount owed to the Association when due shall entitle the Association to record a claim of lien against the Unit and proceed in the same manner as provided in this section for unpaid assessments. The foregoing limitation of liability shall apply to any purchase at a foreclosure sale of a first mortgage regardless of whether the purchaser is the holder of the foreclosed mortgage. A first mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Assessments coming due during the period of such ownership.

13.6 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments, Charges and other monies owed to the Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of such certificate.

13.7 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, Assessments will be collected monthly.

13.8 Application of Payments. Any payments received by the Association from a delinquent Unit Owner for Assessments shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent Assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

13.9 Developer Credits. Developer shall be responsible for the payment of its pro-rata share of the Assessments for all Units it owns. Notwithstanding the foregoing, to the fullest extent permitted under Applicable Law, Developer may take credits against any unpaid Assessments for monies Developer previously advanced on behalf of the Association. These items shall specifically include, but not be limited to, insurance premiums and Common Element utility charges and deposits, permit and license fees, charges for elevator and other service contracts, salaries of Association employees and other similar expenses, as well as those items disclosed in the operating budget.

13.10 Commencement of Assessments. Notwithstanding anything to the contrary set forth herein, all the Unit Owners shall be excused from the payment of Common Expenses, no Unit Owner shall be obligated for payment of Assessments, and no Assessment obligations shall accrue against any of the Units, until the date that the certificate of substantial completion required by Section 718.104(4)(e) F.S. is recorded in the Public Records of the County as an amendment to this Declaration (the "Substantial Completion Amendment"). From and after the date of recording of such Substantial Completion Amendment, Assessment obligations shall accrue against the Units and the Unit Owners shall no longer be excused from the payment of the Common Expenses.

## **Section 14. INSURANCE.**

Insurance covering the Condominium Property shall be governed by the following provisions:

### **14.1 Purchase Custody and Payment.**

(a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(b) Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to any modifications which may be reasonably required by the Primary Institutional First Mortgagee.

(c) Named Insured. The named insured shall be the Association, individually, and as agent for the Unit Owners covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(f) Personal Property and Liability. The Unit Owners shall be responsible to obtain and maintain insurance coverage in accordance with the Act, including, without limitation, coverage for the property lying within the boundaries of their Unit, personal property, and/or for their personal liability and living expenses and for any other risks not otherwise insured in accordance herewith (but only to the extent required under the Act).

**14.2 Coverage.** The Association shall use commercially reasonable efforts to maintain insurance covering the following:

(a) Casualty. The Condominium Property and all Association Property shall be insured in an amount not less than 100% of the full insurable replacement cost thereof, excluding foundation and excavation costs, or any lesser amount permitted under the Act. Such policy shall provide primary coverage for (i) all portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications, and (ii) all alterations or additions made to the Condominium Property or Association Property pursuant to Section 718.113(2), F.S. Such policy shall not include hurricane shutters, floor, wall and ceiling coverings, HVAC equipment serving or located within a Unit, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and

countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing. Such policy may also exclude any other property permitted to be excluded from the Condominium's insurance policy pursuant to the Act and may contain reasonable deductible provisions, which shall be consistent with industry standards and prevailing practice for similar condominiums and based upon the level of available funds and predetermined assessment authority, as determined by the Board of Directors at a meeting open to all Unit Owners in the manner set forth in the Act. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Condominium in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Liability. Comprehensive general public liability and automobile liability insurance, if applicable, covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association's employees.

(c) Workers' Compensation and other mandatory insurance, when applicable.

(d) Flood Insurance covering the Common Elements, Association Property and Units if required by the Primary Institutional First Mortgagee or FNMA/FHLMC, or if the Association so elects.

(e) Fidelity Bonding covering all persons who control or disburse funds of the Association. The fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the president, secretary, and treasurer of the Association. The Association shall bear the cost of any such bonding.

(f) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(g) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit

Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association, if required by FNMA/FHLMC, shall have the following endorsements: (i) agreed amount and inflation guard; and (ii) steam boiler coverage (providing at least \$50,000 coverage for each accident at each location), if applicable.

14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without endeavoring to provide at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, but in no event later than every thirty-six (36) months, the Board of Directors shall obtain an independent insurance appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this section. The Board shall determine the appropriate deductible for each policy of insurance. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby ratifies and confirms any decisions made by the Association in this regard and recognizes and agrees that funds to cover the deductible must be provided from the general operating funds of the Association before the Association will be entitled to insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable deductible.

14.4 Premiums. Premiums and deductibles for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such a manner as the Board of Directors deems appropriate.

14.5 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may, but need not, be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if it fails, or determines not to appoint an Insurance Trustee as provided in Section 14.10 below. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

(a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit; provided that, if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.

(b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any, is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

(c) Mortgagees. No mortgagee shall have any right to determine or to participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 14.5 above, and distributed first, to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages; second, to the Association for any due and unpaid Assessments or Charges; and third, the balance, if any, to the beneficial owners.

(c) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

(d) Expenses of the Insurance Trustee. Provision shall be made for payment of all expenses of the Insurance Trustee (if any).

14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claim.

14.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, or casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, to the extent required under the Act, to

purchase and pay for all insurance as to all such risks and as to any other risks not covered by insurance carried by the Association, including insurance for personal belongings located on Limited Common Elements. The Association shall require each Owner to provide evidence of a currently effective policy of hazard and liability insurance upon request, but not more than once per year. Upon the failure of an Owner to provide a certificate of insurance issued by an insurer approved to write such insurance in this state within thirty (30) days after the date on which a written request is delivered, the Association may purchase a policy of insurance on behalf of an Owner. The cost of such a policy, together with reconstruction costs undertaken by the association but which are the responsibility of the Owner, may be collected in the manner provided for the collection of Assessments.

14.9 Benefit of Mortgagees. Certain provisions in this section entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

14.10 Appointment of Insurance Trustee. The Board of Directors shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint an Insurance Trustee, the Association will perform directly all obligations imposed upon the Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

14.11 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s), Limited Common Elements or Common Elements, such property shall be presumed to be Common Elements.

## **Section 15.**

### **RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.**

15.1 Determination to Reconstruct or Repair. Subject to the provisions of the Master Covenants and the immediately following paragraph, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If seventy-five percent (75%) or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof, and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be first applied to demolish any remaining improvements, and shall thereafter be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within

the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages, liens and Assessments and Charges on his Unit in the order of priority of such mortgages, liens, Assessments and Charges.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) or the Association notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) or the Association notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work; provided, however, that the Board may, in its sole discretion, grant written extensions for such periods as the Board determines. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and then applicable building and other codes unless otherwise approved by holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such eligible holders are allocated is obtained; or if not, then in accordance with the plans and specifications approved by the Board of Directors or the Association and then applicable building and other codes, and, if the damaged property which is to be altered is the Optional Property, by the Owners of not less than eighty (80%) of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgages) the plans for which are to be altered.

15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

(a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy,

the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated cost of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Unit Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of the distribution to an Owner which is not in excess of Assessments and Charges paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments and Charges shall be deposited by the Association with the Insurance Trustee, or to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, or whether a disbursement is to be made from the construction fund, or to determine whether surplus funds to be distributed are less than the Assessments and Charges paid by Owners, or to determine the payees or the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

15.4 Assessments and Charges. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments or Charges shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and Charges

on account of damage to the Optional Property, shall be in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

15.5 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

## **Section 16. CONDEMNATION.**

16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed); and in the event of a failure to do so, in the discretion of the Board of Directors, a Charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of such award shall be set off against any sums hereafter made payable to that Owner.

16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, a taking by eminent domain also shall be a casualty.

16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Owner of the Unit.

(b) Distribution of Surplus. The balance of the award with respect to the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and such mortgagees.

(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator

of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

(i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

(ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

**16.5 Unit Made Uninhabitable.** If the taking is of the entire Unit or reduces the size of a Unit so that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) **Payment of Award.** The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Charges and Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions with respect to a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements. Any awards attributable to more than one Unit shall be divided among the affected Unit Owners in proportion to the damage or impairment suffered by each such Unit Owner, as determined by the Association in its sole discretion.

(b) **Addition to Common Elements.** The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(c) **Adjustment of Shares.** The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

(i) add the total of all percentages of all Units of continuing Unit Owners prior to this adjustment, but after any adjustments made necessary by Section 16.4(c) hereof (the "Percentage Balance"); and

(ii) divide the percentage of each Unit of a continuing Unit Owner prior to this adjustment, but after any adjustments made necessary by Section 16.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

(d) Assessments. If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Unit Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Units Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of taking.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Unit Owner and the mortgagees of the Unit.

16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and shares in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of the Board of Directors.

## **Section 17. OCCUPANCY AND USE RESTRICTIONS.**

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

17.1 Occupancy and Use Restrictions. Except as otherwise expressly provided in this Declaration, the Units shall be used for residential purposes only (other than in the case of rights reserved to the Developer). No business, profession or trade of any type shall be conducted on any portion of the Units. This prohibition shall not be applicable to (a) home office use of a Unit, to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property; and (b) the

Developer with respect to its development of the Condominium Property and for other portions of the Properties, its construction, repair, decorating, administration, sale, rental or lease of Units, or its use of Units as models, V.I.P. or guest suites, sales offices, or management services for the Condominium Property or other portions of the Properties. Nothing herein shall be construed to prohibit ownership of a Unit by a corporation, domestic or foreign, provided that the residential nature of the Units is not disturbed.

Occupancy in Units, except for temporary occupancy by visiting guests, shall not exceed two (2) persons per bedroom and one (1) person per den (as defined by the Condominium Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The provisions of this section shall not be applicable to Units used by the Developer or any of its affiliates for model units, V.I.P. suites, sales offices or management or other services.

Unless otherwise determined by the Board of Directors, and except as otherwise provided in Section 17.2 of this Declaration, a person(s) occupying a Unit for more than one (1) month without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of said Section (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of the Declaration of Condominium which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Declaration pertaining to the approval of leases, and the Board of Directors shall enforce, and the Unit Owners shall comply with, same with due regard for such purpose.

**17.2 Leases.** Leasing of Units shall be subject to the prior written approval of the Condominium Association. The Condominium Association may, from time to time, promulgate rules requiring a deposit from the prospective tenant in an amount not to exceed two (2) months' rent (the "Deposit"), to be held in an escrow account maintained by the Condominium Association; provided, however, that the Deposit shall not be required for any Unit which is rented or leased directly by or to the Developer. No lease of a Unit shall be for a term of less than thirty (30) days. In no event shall a Unit be leased more than twelve (12) times within any twelve (12) month period, regardless of the lease term. When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Unit Owners, and the Owner(s) of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Condominium Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Unit Owners. Additionally, copies of all leases of Units shall be submitted to the Condominium Association and the tenants thereunder must register with the Condominium Association prior to any occupancy.

There are no leasing restrictions imposed upon any Unit rented or leased directly by or to the Developer and all such Units may be leased on any terms that may be desired by the Developer, provided that the Developer shall be subject to the lease approval requirements set forth above.

Every lease shall provide (or, if it does not, shall be automatically deemed to provide) that: (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration of Condominium (and all exhibits thereto), the Master Covenants, and with any and all rules and regulations adopted by the Condominium

Association and the Shared Facilities Owner from time to time (before or after the execution of the lease); and (ii) a tenant may not, under any circumstances, sublet the Unit (or any portion thereof) to any other person or permit occupancy by any other person. Additionally, copies of all written leases shall be submitted to the Condominium Association and tenants must register with the Condominium Association prior to moving in. The Unit Owner will be jointly and severally liable with the tenant to the Condominium Association for any amount which is required by the Condominium Association to repair any damage to the Common Elements from the acts or omissions of tenants (as determined in the sole discretion of the Condominium Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a Charge may be levied against the Unit therefor.

All leases are hereby made subordinate to any lien filed by the Condominium Association whether prior to or subsequent to such lease.

17.3 Children. Children are permitted to reside in the Units, subject to the provisions of Section 1 above, and applicable rules and regulations which may be adopted by the Association from time to time.

17.4 Pets. No more than two (2) household pets (as may be defined and re-defined from time to time by the Condominium Association) shall be maintained in any Unit or any Limited Common Element appurtenant thereto. In no event shall such pets exceed an aggregate weight of seventy (70) pounds. Household pets shall not be kept, bred or maintained for any commercial purpose and shall not become a nuisance or annoyance to neighbors. Those pets which, in the sole discretion of the Condominium Association, endanger health, safety, have the propensity for dangerous or vicious behavior (such as pit bulldogs or other similar breeds or mixed breeds), make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or to the owner of any other portion of the Condominium shall be removed upon request of the Condominium Association. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times, or must be carried, when outside the Unit. No pet may be kept on a balcony or terrace when its owner is not in the Unit. All Unit Owners are required to use the elevators designated by the Association from time to time when they are with their pets. Any violation of the provisions of this restriction shall entitle the Condominium Association to its respective rights and remedies, including, without limitation, the right to fine Unit Owners and tenants (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.

Each Unit Owner or occupant of a Unit shall be required to register its pet with the Association. Unit Owners and occupants or users of Units or any other portion of the Condominium or the Properties must pick up all solid wastes of their pets and dispose of such wastes appropriately. The Association shall have the right, at any time, to require that any pet on the Condominium Property provide a DNA sample, which sample may be taken by swab of the interior of such pet's mouth. The Association shall have the right to have any pet feces tested for purposes of matching such feces with the DNA on file with the Association and, in addition to any other remedy provided to the Association under this Declaration or applicable law, shall have the right to fine Unit Owners and tenants for each violation of the foregoing restriction.

In addition to any other rights provided under this Declaration or under Applicable Law, the Board of Directors of the Association may require the Owner or other occupant of a Unit to

remove any pet from the Condominium and the remainder of the Properties for repeated violations of this Section 17.4, or, in the Board's sole discretion, if such pet constitutes a danger to the Owners and other occupants of Units. If the owner of such pet fails to comply with such request, the Board may cause the pet to be removed from the Condominium and the remainder of the Properties, and all costs of such removal shall be the responsibility of the Unit Owner. Every pet owner shall be strictly responsible for the behavior of such owner's pet, including any damage to property or injury to Persons caused by such pet, and shall indemnify and hold Developer, the Association and every other Owner or occupant of a Unit harmless from any damage or injury caused by the pet. The Condominium Association may adopt Rules and Regulations that further regulate the keeping of pets within the Condominium and the remainder of the Properties, including, without limitation, the disposal of pet waste, the restriction of the number of animals that may be kept within a Unit, the prohibition of certain species or breeds, and the regulation or prohibition of pet activities within the Common Elements or other portions of the Properties.

Without limiting the generality of Section 19 of this Declaration, any violation of the provisions of this restriction shall entitle the Condominium Association to all of its respective rights and remedies, including, without limitation, the right to fine Unit Owners and tenants (as provided in any applicable Rules and Regulations) and/or to require any pet to be permanently removed from the Condominium Property.

**17.5 Use of Common Elements and Association Property.** The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner. In no event shall any Unit Owner or occupant place, or permit the placement of, any item which obstructs, or otherwise impedes access to, any portion of the Condominium Property or any other portion(s) of the Properties which are either designated or used as delivery and receiving areas

**17.6 Nuisances.** No portion of the Units, Limited Common Elements or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or any Limited Common Elements appurtenant thereto that will emit foul or noxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. No offensive activity shall be carried on in any Units, Limited Common Elements, Common Elements or other portions of the Condominium Property, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Owner. The Board of Directors shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. In particular, during the hours from 11:00 p.m. through 8:00 a.m. no Unit Owner shall play (or permit to be played in its Unit, or in the Limited Common Elements or Common Elements) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium Property. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted within the Condominium Property. Notwithstanding the foregoing, no activity specifically permitted by this Declaration or the Master Covenants, including, without limitation,

activities or businesses conducted from the Commercial Parcel, or all or any portion of the Shared Facilities Parcel shall be deemed a nuisance, regardless of any noise, odors or traffic emanating therefrom (except, however, to the extent that such noise, odors or traffic exceed the limits, if any, permitted by Applicable Law).

17.7 Outside Items. No rubbish, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Condominium Property, except within designated trash receptacles. No linens, clothing, household fabrics, curtains, rugs, or laundry of any kind shall be hung, shaken, dried or aired from any windows, doors, balconies, terraces or other portions of the Condominium Property. No articles shall be placed on balconies, patios or similar areas, unless expressly permitted under this Declaration or approved in writing by the Condominium Association. The foregoing shall not prevent placing and using patio-type furniture and other furnishings in such areas if the same are normally and customarily used for a residential patio, balcony, terrace or lanai area. Built-in planters shall not be placed on any balcony, patio, or similar area without the approval of the Condominium Association and in no event shall any planter which exceeds a maximum total weight of seventy-five (75) pounds per square foot be placed on any balcony. In the event of any doubt or dispute as to whether a particular item is permitted hereunder, the decision of the Board of Directors shall be final and dispositive.

17.8 Firearms. The discharge of firearms and fireworks within the Condominium is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

17.9 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or the By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.9. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.

17.10 Alterations or Additions. Without limiting the generality of Section 9.1 hereof, but subject to the provisions of Section 11 hereof, no Unit Owner shall cause or allow improvements or changes to his Unit, or to any Limited Common Elements, Common Elements, or Association Property, which alters the exterior appearance thereof, or which could in any way affect the structural, electrical, plumbing or mechanical systems of the Building or elsewhere within the Properties, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof). **Inasmuch as the Condominium has been constructed with post tension cables, absolutely no penetration shall be made to any floor slabs, roof slabs, or ceiling slabs without the prior written consent of the Board of Directors. Notwithstanding anything to the contrary contained herein, the post tension cables contained in the Building shall not be considered a part of a Unit. Since such cables are essential to the structure and support of the Building, all post tension cables within the Condominium shall be deemed Common Elements of the Condominium and may not be disturbed or altered without the written consent of the Board.**

**17.11 Sound, Weight and Flooring Restrictions.** Other than as originally installed by the Developer, hard and/or heavy surface floor coverings, including, without limitation, tile, marble or wood, may not be installed in any part of a Unit, without the prior written consent of the Association. The Association shall approve the installation of hard and/or heavy floor coverings (for which approval is required) provided the sound isolation and acoustical treatment material meets the specifications established from time to time by the Board. Once approved by the Board, the hard and/or heavy floor covering materials must be installed in accordance with the manufacturer's guidelines, the Florida Building Code and any other applicable building codes, and must be installed in a manner that provides proper isolation of the flooring materials from any ridged part of the building structure, including concrete sub-floor or adjacent walls and fittings. The Board may require an independent certification of the STC coefficient and the IIC rating after the installation of hard and/or heavy surface floor coverings, at the Unit Owner's sole expense. The Board will have the right to specify the exact material to be used under floor coverings on balconies; provided, however, that each Unit Owner shall be solely responsible for ensuring that any such installation conforms with the requirements of the Florida Building Code and any other applicable building code. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner agrees that sound transmission in a building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. **The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.**

**17.12 Exterior Improvements.** Without limiting the generality of Section 9.1 or 17.10 of this Declaration, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Units or the Limited Common Elements appurtenant thereto (including, but not limited to, awnings, canopies, shutters, window coverings, signs, screens, window tinting, fixtures and equipment) nor plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life or landscaping on its patio or balcony, without the prior written consent of the Association. No painting or changes in the exterior colors of any Units or the Limited Common Elements thereto (if any) shall be permitted without the prior written consent of the Condominium Association. Notwithstanding the foregoing, to the extent otherwise permitted under the Act, the Association shall not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

**17.13 Signs.** No sign, poster, display, billboard or other advertising device of any kind, including, without limitation, "FOR SALE," "FOR RENT," security service or construction signs shall be displayed to the public view on any portion of the Units, Limited Common Elements, or Common Elements without the prior written consent of the Association, except (a) signs, regardless of size, used by the Developer, its successors or assigns or a party developing or marketing any portion of the Properties subject to the Master Covenants, including the Condominium Property, including signs used for construction or repairs, advertising, marketing, promotion, sales or leasing activities, (b) signs installed as part of the initial construction of the Units or other Improvements and replacements of such signs (similar or otherwise) and signs

otherwise permitted under the Master Covenants, and (c) bulletin boards, entrance, directional, informational and similar signs used by the Association or by the Shared Facilities Owner.

17.14 Lighting. All exterior lights and exterior electrical outlets in the Units and Limited Common Elements appurtenant thereto must be approved in accordance with Section 9 of this Declaration.

17.15 Exterior Sculpture and Similar Items. Except as originally installed by the Developer, all exterior sculpture, flags, and similar items within Condominium Property must be approved in accordance with Section 9 of this Declaration. Notwithstanding the foregoing, any Unit Owner may respectfully display one (1) portable, removable American flag, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, any Unit Owner may respectfully display portable, removable official flags, not larger than four and one-half feet by six feet (4'6" x 6') that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

17.16 Air Conditioning Units. No window or wall mounted air conditioning units may be installed in any Unit.

17.17 Outside Installations. No radio station or short-wave operations of any kind shall operate from any Unit, Limited Common Element or Common Element. Except to the extent, if any, permitted under Applicable Law, no exterior satellite dish, or other transmitting or receiving apparatus, radio antenna, television antenna or other antenna of any type (collectively, "Receiving Devices") shall be erected or maintained on the Common Elements, Limited Common Elements, or in the Units. If the installation of any such Receiving Device is permitted under applicable law, any proposed installation thereof shall be approved by the Condominium Association prior to installation and shall be installed or affixed on the floor of such Unit Owner's balcony or patio so that the top of the Receiving Device does not extend beyond the top of the railing of such balcony or patio and is not visible from outside of the Unit or any Limited Common Element appurtenant to such Unit; provided, however, that under no circumstances shall a Unit Owner drill into or otherwise alter any balcony or other Limited Common Element appurtenant to its Unit. To the fullest extent permitted under applicable law, the Association and the Shared Facilities Owner may each enact Rules and Regulations which prohibit or otherwise restrict individual antennas, including (without limitation): (a) prohibitions or restrictions based on the availability of a central antenna system or other central reception facilities; and (b) requirements that any devices which may be permitted under applicable law be of comparable size, weight and appearance, that any such devices be installed and maintained in a manner designed to protect the safety of the Building and its occupants and that any such devices satisfy reasonable and uniform standards established by the Association for architectural appearance purposes. The provisions of this section may not be amended, by any amendment to the Declaration of Condominium or the Rules and Regulations, without the approval of at least eighty percent (80%) of the voting interests in the Condominium.

17.18 Window and Door Treatments. No reflective film, tinting or window coverings shall be installed on any windows or glass doors within the Condominium, except as necessary to replace or restore tinting of glass surfaces as originally installed, unless approved by the Association prior to installation in accordance with Section 9.1 of this Declaration. Curtains, drapes and other window coverings (including their linings) which face on exterior windows or glass doors of Units, or are visible from the exterior of the Building, shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors. No aluminum foil may be placed in any window or glass door of a Unit, and no reflective substance may be placed on

any glass in a Unit, except for any substance previously approved by the Board of Directors for energy conservation or hurricane protection purposes. No unsightly materials may be placed on any window or glass door or shall be visible through such window or glass door. Any screen door must be of a uniform type approved by the Association.

17.19 Hurricane Protection. The exterior glass in the Condominium is intended (without imposing any obligation) to be composed of Miami-Dade County Product Approved material and is intended to be Impact Resistant, as defined in the South Florida Building Code. Accordingly, no type of hurricane protection may be installed in or around the Units and the Limited Common Elements appurtenant thereto, except to the extent, if any, expressly required to be permitted under the Act. If and to the extent the Act gives Unit Owners the right to install hurricane shutters, any proposed hurricane shutters or other hurricane protection must be approved by the Association prior to installation, and shall be installed or affixed in the manner approved by the Association. **All hurricane shutters and similar equipment shall be kept in an open position except during periods of hurricane warnings or watches, or tropical storm watches or warnings.** Upon issuance of an official hurricane or tropical storm warning or watch, each Unit Owner shall take all actions necessary to prepare his/her Unit for any such hurricane or tropical storm, which shall include (i) removing all objects from balconies and terraces which will not be secured or otherwise protected, and (ii) complying with all rules and regulations which may be adopted, amended, or supplemented by the Association from time to time. No hurricane or storm shutters or other hurricane protection shall be permanently installed on any structure in a Unit or in the Limited Common Elements or Common Elements, unless first approved in accordance with Section 9 of this Declaration.

17.20 Unit Maintenance. Each Unit Owner must undertake or must designate a responsible firm or individual to undertake his general maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining the exterior appearance of the Unit and the Limited Common Elements, safeguarding the Unit and the Limited Common Elements to prepare for hurricane or tropical storm watches and warnings by, among other things, removing any unfixed items on balconies and terraces, and repairing the Unit and the Limited Common Elements in the event of any damage therefrom. An Owner of a Unit may designate a firm or individual to perform such functions for the Owner, but such designation shall not relieve the Owner of any responsibility hereunder. The name(s) and addresses of such firm or individual must be furnished to the Association. The designation of such firm or individual shall be subject to the approval of the Association. In the event a Unit Owner does not, in the Condominium Association's opinion, comply with the general maintenance responsibilities set forth herein or in the Declaration of Condominium, such maintenance and/or repair may (without imposing any obligation on the Condominium Association to do so) be effected by the Condominium Association at said Unit Owner's sole expenses and a Charge therefor may be made against such owner's Unit. Notwithstanding the foregoing, the Condominium Association is not obligated to undertake any such maintenance and/or repair obligation on behalf of any Unit Owner and, if any action is so taken, the Condominium Association shall not be liable for any damage to the Unit, the Limited Common Elements, or any personal property contained therein in connection with any actions taken pursuant to this Section.

17.21 Hazardous Substances. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, Limited Common Elements or Common Elements, except such as are generally used for normal household purposes. No gas or charcoal barbecue or other cooking devices, or outside cooking, is permitted on any patio, balcony, terrace or lanai.

17.22 Mold Prevention. No Unit Owner shall install within his or her Unit, or upon the Common Elements and/or the Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture and/or shelving within a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Furthermore, all Unit Owners, whether or not occupying the Unit, shall continually run the air conditioning system to minimize humidity in the Unit and the Condominium Association shall have the right, but not the obligation, to access the Unit, if it deems necessary or desirable, to monitor or to cause compliance with the provisions of this Section, including (without limitation) the requirement to continually run the air conditioning system. **While the foregoing is intended to minimize the potential development of mold and other microtoxins, the Developer does not make any representations or warranties regarding the existence or development of molds, mildew, spores, fungi and/or other microtoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of molds, mildew, spores, fungi and/or other microtoxins, including without limitation, any claims or responsibility for any illness or allergic reactions which may be experienced by such Unit Owner or any occupant of a Unit.** Unit Owners and occupants should immediately file a written report with the Condominium Association if any molds are found or if it appears that abnormal amounts of moisture have accumulated in their Unit or elsewhere within the Condominium.

17.23 Play Equipment, Strollers, Etc. Bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers and similar items shall not at any time be left in the hallways or other Common Elements or in the Limited Common Elements (including balconies, terraces and patios).

17.24 Insurance Rates. Nothing shall be done or kept in the Common Elements or within the Units or the Limited Common Elements which will increase the rate of insurance on any property insured by the Association or the Shared Facilities Owner without the approval of the Board or the Shared Facilities Owner, as the case may be, nor shall anything be done or kept in the Units, or on the Limited Common Elements or Common Elements, which would result in the cancellation of insurance on any property insured by the Association and the Shared Facilities Owner, or which would be in violation of any law.

17.25 Association Access to Units. In order to facilitate access to the Units by the Association to use in the performance of its functions, it shall be the responsibility of all Unit Owners to deliver a set of keys to their Unit to the Association to use in the performance of its functions. No Owner shall change the locks to its Unit without so notifying the Association and delivering to the Association a new set of keys to such Unit.

17.26 Documents. Each Owner shall be obligated to deliver the documents received from the Developer, or from any prior Owner, containing this Declaration and any other declarations and documents, and any modifications thereto, to any purchaser or grantee of their Unit. Notwithstanding the foregoing, in the event of loss or damage to the documents they may be obtained from the Association upon payment of the actual cost for preparing and furnishing the documents to any Owner requesting them.

17.27 Rules and Regulations. As provided in the By-Laws, the Board of Directors may adopt rules and regulations applicable to all portions of the Condominium Property other than the property owned by the Developer. In the event that such rules or regulations are adopted, they may be enforced in the same manner as the restrictions set forth in this section and may

be modified, added to or revoked, in whole or in part, by the Board of Directors, and as provided in the By-Laws.

17.28 Effect on Developer. The restrictions and limitations set forth in this Section 17 shall not apply to the Developer or to Units owned by the Developer, except that the Developer shall be subject to the requirement that prior written approval of the Condominium Association be obtained for leases of Units set forth in Section 17.2, and to the pet restrictions set forth in Section 17.4 of this Declaration.

17.29 Variances and Exceptions. The Board of Directors of the Association shall have the right and power to grant variances from time to time for the provisions of this section for good cause shown, as determined by the Board of Directors of the Association, in their reasonable discretion. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Section in any instance in which such variance is not granted.

17.30 Cumulative with Restrictions of Master Covenants. Without limiting the generality of Section 22 or of the last paragraph of Section 11.1 of this Declaration, the foregoing restrictions shall be in addition to, cumulative with, and not in derogation of those set forth in the Master Covenants.

## **Section 18. SELLING AND MORTGAGING OF UNITS.**

No Unit Owner other than the Developer may sell their Unit, except by complying with the following provisions:

18.1 Right of First Refusal. Any Unit Owner who receives a bona fide offer to purchase a Unit (such offer to purchase a Unit is called an "Outside Offer," the party making any such Outside Offer is called an "Outside Offeror," and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which he intends to accept shall give notice by certified and/or registered mail to the Developer and the Association of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Developer may reasonably require and shall be accompanied by a check in the amount of \$100.00 (or such greater amount as may be required by the Developer and permitted by the Act) representing a screening fee. The giving of such notice to the Developer shall constitute an offer by such Unit Owner to sell his Unit to the Developer or to its designee upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation to the Developer by the Unit Owner who has received such Outside Offer that such Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Developer may reasonably request. Not later than ten (10) days after receipt of such notice, together with such further information as may have been requested, the Developer or its designee may elect, by sending written notice to such Offeree Unit Owner before the expiration of said ten (10) day period, by certified and/or registered mail, to purchase such Unit upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner. Any assignment of the rights of the Developer under this section shall not become effective unless and until recorded in the Public Records of the County.

In the event the Developer shall timely elect to purchase such Unit or to cause the same to be purchased by its designee, title shall close at the office of the attorneys for the Developer, in accordance with the terms of the Outside Offer, within twenty (20) days after the giving of notice by the Board of Directors of its election to accept such offer. If, pursuant to such Outside Offer, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Developer may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner shall convey the same to the Developer by statutory warranty deed, with all tax and/or documentary stamps affixed at the expense of such Unit Owner, who shall also pay all other taxes arising out of such sale. Title shall be good and marketable and insurable and the Offeree Unit Owner shall deliver an abstract or provide a title binder (and subsequently, title insurance) at its expense at least thirty (30) days prior to such closing. Real estate taxes, mortgage interest, if any, and Assessments shall be apportioned between the Offeree Unit Owner and the Developer, or its designee, as of the closing date.

In the event the Developer shall fail to accept such offer in the manner required under this Section within ten (10) days after receipt of notice and all additional information requested, as aforesaid, the Offeree Unit Owner shall be free to accept the Outside Offer within thirty (30) days after (i) notice of refusal is given by the Developer, or (ii) the expiration of the period in which the Developer might have accepted such offer, as the case may be. In the event the Offeree Unit Owner shall not, within such thirty (30) day period, accept, in writing, the Outside Offer or if the Offeree Unit Owner shall accept the Outside Offer within such thirty (30) day period, but such sale shall not be consummated in accordance with the terms of such Outside Offer or within a reasonable time after the date set for closing thereunder, then, should such Offeree Unit Owner thereafter elect to sell such Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all of the terms and provisions of this section.

Any deed to an Outside Offeror shall automatically be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of this Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, the Master Covenants, and all other agreements, documents or instruments affecting the Condominium Property or the properties administered by the Shared Facilities Owner, as the same may be amended from time to time.

Any purported sale of a Unit in violation of this section shall be voidable at any time at the election of the Developer and if the Developer shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Developer to void the conveyance (in case of an unauthorized sale). Said Unit Owner shall reimburse the Developer for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions regarding sales of Units shall not apply to Units sold by or to the Developer or by or to any Institutional First Mortgagee acquiring title by foreclosure or by a deed in lieu of foreclosure or in satisfaction of debt. The Developer and such Institutional First Mortgagees shall have the right to sell Units they own, without having to first offer the same for sale to the Developer.

Notwithstanding anything herein contained to the contrary, the Developer, in exercising its rights as provided in this Section 18.1, shall not make any decision in a discriminatory manner, and no decision shall be made on the basis of race, gender, religion, national origin or physical or mental handicap.

18.2 No Severance of Ownership. No part of the Limited Common Elements or Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Limited Common Elements and Common Elements whether or not explicitly stated.

18.3 Release by the Developer of the Right of First Refusal. The right of first refusal contained in Section 18.1 may be released or waived by the Developer only in the manner provided in Section 18.4. In the event the Developer shall release or waive its right of first refusal as to any Unit, such Unit may be sold and conveyed free and clear of the provisions of Section 18.1. Notwithstanding anything to the contrary in this Declaration, the provisions of this section shall only be amended, modified or deleted, in whole or in part, with a vote of at least 80% of the voting interests in the Condominium and, to the extent permitted under Applicable Law, with the consent of the Board of Directors.

18.4 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Developer stating that the provisions of Section 18.1 have been satisfied by a Unit Owner, or stating that the right of first refusal contained therein has been duly released or waived by the Developer, and that, as a result thereof, the rights of the Developer thereunder have terminated, shall be conclusive with respect to all persons who rely on such certificate in good faith. The Developer shall promptly furnish such certificate upon request to any Unit Owner with respect to whom the provisions of such Section have, in fact, terminated or been waived. No fee shall be charged by the Developer in connection with the furnishing of such certificate in excess of the charges reasonably required for same, and such charges shall not exceed the maximum amount allowed under the Act.

18.5 Exceptions. The provisions of Section 18.1 shall not apply with respect to any sale or conveyance of any Unit by: (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or a trust, corporation or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trust, corporation or other entity, or to any one or more of the above; (b) the Developer; (c) the Association; (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or the delivery of a deed in lieu of foreclosure; or (e) to an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure or in satisfaction of debt; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 18. The Board of Directors shall be given prior written notice of any such conveyance or transfer, including the name and address of the intended grantee.

18.6 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 18. The Board of Directors and the Developer shall be given prompt written notice of any such conveyance or transfer, including the name and address of the intended grantee.

18.7 Mortgage of Units. Each Unit Owner shall have the right to mortgage his Unit without restriction.

**Section 19.**  
**COMPLIANCE AND DEFAULT.**

The Association, each Unit Owner, occupant of a Unit, tenant, guest and other invitee of a Unit Owner, shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time, and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1 Mandatory Nonbinding Arbitration and Mediation of Disputes. Prior to the institution of court litigation, a party to a Dispute shall petition the Division for nonbinding arbitration. The petition must be accompanied by the required filing fee. Filing fees collected under this section must be used to defray the expenses of the alternative dispute resolution program. The petition must recite, and have attached thereto, supporting proof that the petitioner gave the respondents:

- (1) Advance written notice of the specific nature of the Dispute;
- (2) A demand for relief, and a reasonable opportunity to comply or to provide the relief; and
- (3) Notice of the intention to file an arbitration petition or other legal action in the absence of a resolution of the Dispute.

Failure to include the allegations or proof of compliance with these prerequisites requires dismissal of the petition without prejudice.

Upon receipt, the petition shall be promptly reviewed by the Division to determine the existence of a dispute and compliance with the above requirements. If emergency relief is required and is not available through arbitration, a motion to stay the arbitration may be filed. The motion must be accompanied by a verified petition alleging facts that, if proven, would support entry of a temporary injunction, and if an appropriate motion and supporting papers are filed, the Division may abate the arbitration pending a court hearing and disposition of a motion for temporary injunction.

Upon determination from the Division that a Dispute exists and that the petition substantially meets the requirements above, and any other applicable rules, a copy of the petition shall forthwith be served by the Division upon all respondents.

Either before or after the filing of the respondents' answer to the petition, any party may request that the arbitrator refer the case to mediation under this section and any rules adopted by the Division. Upon receipt of a request for mediation, the Division shall promptly contact the parties to determine if there is agreement that mediation would be appropriate. If all parties agree, the Dispute must be referred to mediation. Notwithstanding a lack of an agreement by all parties, the arbitrator may refer a Dispute to mediation at any time.

Upon referral of a case to mediation, the parties must select a mutually acceptable mediator. To assist in the selection, the arbitrator shall provide the parties with a list of both volunteer and paid mediators that have been certified by the Division under Section 718.501,

F.S. If the parties are unable to agree on a mediator within the time allowed by the arbitrator, the arbitrator shall appoint a mediator from a list of certified mediators. If a case is referred to mediation, the parties shall attend a mediation conference, as scheduled by the parties and the mediator. If any party fails to attend a duly noted mediation conference, without permission or approval of the arbitrator or mediator, the arbitrator must impose sanctions against the party, including the striking of any pleading filed the entry of an order of dismissal or default if appropriate, and the award of costs and attorneys' fees incurred by the other parties. Unless otherwise agreed to by the parties or as provided by order of the arbitrator, a party is deemed to have appeared at a mediation conference by the physical presence of the party or its representative having full authority to settle without further consultation, provided that the Association may comply by having one or more representatives present with full authority to negotiate a settlement and recommend that the board ratify and approve such a settlement within five (5) days from the date of the mediation conference. The parties shall share equally the expense of mediation, unless otherwise agreed.

The purpose of mediation as provided for by this section is to present the parties with an opportunity to resolve the underlying dispute in good faith, and with a minimum expenditure of time and resources.

Mediation proceedings must generally be conducted in accordance with Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. Persons who are not parties to the dispute are not allowed to attend the mediation conference without the consent of all parties, with the exception of counsel for the parties and corporate representatives designated to appear for a party. If the mediator declares an impasse after a mediation conference has been held, the arbitration proceeding terminates, unless all parties agree in writing to continue the arbitration proceeding, in which case the arbitrator's decision shall be either binding or nonbinding, as agreed upon by the parties; in the arbitration proceeding, the arbitrator shall not consider any evidence relating to the unsuccessful mediation except in a proceeding to impose sanctions for failure to appear at a mediation conference. If the parties do not agree to continue arbitration, the arbitrator shall enter an order of dismissal, and either party may institute a suit in a court of competent jurisdiction. The parties may seek to recover any costs and attorneys' fees that may be recovered by the prevailing party in any subsequent litigation.

The arbitration shall be conducted according to rules promulgated by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitations. At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by the Florida Rules of Civil Procedure. Discovery may, in the discretion of the arbitrator, be permitted in the manner provided by the Florida Rules of Civil Procedure. Rules adopted by the Division may authorize any reasonable sanctions except contempt for a violation of the arbitration procedural rules of the Division or for failure of a party to comply with a reasonable non-final order issued by an arbitrator which is not under judicial review.

The arbitration decision shall be presented to the parties in writing. An arbitration decision is final in those Disputes in which the parties have agreed to be bound. An arbitration decision is also final if a complaint for trial de novo is not filed in a court of competent jurisdiction in the County within thirty (30) days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of dispute. The prevailing party

in the arbitration proceeding shall be awarded the costs of the arbitration and reasonable attorneys' fees in an amount determined by the arbitrator. Such an award shall include the costs and reasonable attorneys' fees incurred in the arbitration proceeding as well as the costs and reasonable attorneys' fees incurred in preparing for and attending any scheduled mediation. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs and other reasonable costs, including, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees.

Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in the County. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition for enforcement is granted, the petitioner shall recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award. A mediation settlement may also be enforced through the county or circuit court, as applicable, and any costs and fees incurred in the enforcement of a settlement agreement reached at mediation must be awarded to the prevailing party in any enforcement action.

19.2 Negligence and Compliance. A Unit Owner and/or lessee of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association with respect to such negligence. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, and to impose a Charge on the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

## **Section 20.**

### **TERMINATION OF CONDOMINIUM.**

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) terminated, in whole or in part, pursuant to the provisions of Section 718.117 of the Act. In the event a termination is authorized, as aforesaid, the Condominium Property shall be subject to the approved plan of termination and the net proceeds from the sale of the Condominium Property shall be divided

among all Unit Owners in proportion to their respective interests in the Common Elements, or as otherwise provided in the approved plan of termination. No payment shall be made to a Unit Owner until there has first been paid off of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. Upon recordation of such certificate, the Association within thirty (30) business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the clerk. In the event of a termination of the Condominium, the owner(s) of the land shall be jointly and severally responsible for the operation and maintenance of the surface water management system serving the Condominium Property.

## **Section 21. ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS**

21.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by Unit Owners, lenders and the holders and insurers of first mortgages on any Unit, and Institutional First Mortgagees, during normal business hours or under other reasonable circumstances: (a) this Declaration, and any amendments hereto; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association, and the most recent audited financial statements (if prepared). In addition, the Association shall also make available for inspection, upon written request from prospective purchasers, during normal business hours or under other reasonable circumstances as determined by the Board, the following: (a) this Declaration, and any amendments hereto; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the most recent audited financial statements, if such is prepared. Upon written request from any of the agencies or corporations which has an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish, within a reasonable time, an audited financial statement of the Association for the immediately preceding fiscal year.

21.2 Amendments. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, change the proportion or percentages by which the Unit Owner shares the Common Expenses and owns the Common Surplus, or permit timeshare estates to be created in any Unit, without the consent of the record Owner of the Unit, all record owners of liens on the affected Unit, unless a Majority of Institutional First Mortgagees approve the amendment, which approval shall not be unreasonably withheld. The approval of a Majority of Institutional First Mortgagees, which shall not be unreasonably withheld, shall also be required if such an approval is required under the rules, regulations or requirements of the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation.

21.3 Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have the right to timely written notice of:

(a) any condemnation or casualty loss affecting either a material portion of the Condominium Property or the Unit securing its mortgage;

(b) any sixty (60) day delinquency in the payment of the Assessments or charges on a mortgaged Unit;

(c) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which requires the consent of a specified number of mortgagees; and

(e) any proposed amendment to the condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Elements or Common Expenses of any Unit, (iii) the number of votes in the Association appurtenant to any Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted.

(f) any proposed termination of the Condominium.

21.4 Additional Rights. Institutional First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of the financial statement of the Association for the immediately preceding fiscal year; and (b) receive notices of and attend Association meetings.

## **Section 22. THE PROPERTIES.**

The Condominium is part of a large scale, integrated mixed-use development known as "The Bond (1080 Brickell)" (the "Properties"), which is subject to the Master Covenants. The Shared Facilities located within the Shared Facilities Parcel, but outside the Condominium Property, are operated and governed by the Shared Facilities Owner pursuant to the Master Covenants. The Master Covenants also contain certain rules, regulations and restrictions relating to the use of the Condominium Property, as well as the other Parcels located within the Properties, including, without limitation, the Shared Facilities. The terms and conditions of this Declaration are subject and subordinate to those of the Master Covenants and, in the event of any conflict, the terms and conditions of the Master Covenants shall supersede and prevail over those of this Declaration. Additionally, this Declaration, and the rights and obligations of each Unit Owner thereunder, are subject to all of the terms and conditions of the Master Covenants, as amended and supplemented from time to time. Among the powers of the Shared Facilities Owner are the power to assess Unit Owners (and other Owners within the Properties) for a pro-rata share, on a line-item basis, of the expenses of the operation, maintenance and replacement of (including the management fees relating thereto) the Shared Facilities, and the power to impose and foreclose liens in the event such Assessments are not paid when due. The Unit Owners shall be entitled to use the Shared Facilities in accordance with and subject to the terms of the Master Covenants. In no event shall: (i) the Shared Facilities Owner be deemed to be the condominium association for the Condominium, or any type of master, homeowners' or property owners' association; or (ii) the Shared Facilities be deemed to be Common Elements or otherwise part of the Condominium Property, or governed by the Condominium Association, or any type of master, homeowners' or property owners' association. Pursuant to the terms of the Master Covenants, the Shared Facilities Owner shall have the right (but not the obligation) to

create and convey all or any portions of the Shared Facilities Parcel to an entity formed for the purpose of assuming the Shared Facilities Owner's obligations with respect to such Shared Facilities (but in no event shall it be obligated to), which entity may be created as a not-for-profit entity. Any such conveyance or dedication shall be by quit-claim deed (which shall become effective upon recordation in the Public Records), by quit claim bill of sale, or by dedication, as appropriate, and any and all costs of such conveyance or dedication shall be borne by the newly-created entity which shall thereupon assume the Shared Facilities Owner's obligations with respect to such portions of the Shared Facilities Parcel.

### **Section 23.**

#### **COVENANT RUNNING WITH THE LAND.**

All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and shall inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association and the Shared Facilities Owner, as it relates to the Shared Facilities, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

### **Section 24.**

#### **ACCESS OF DEVELOPER TO BUILDING AND UNITS AND TO REPORTS.**

For as long as Developer remains liable to the Condominium Association under any warranty, whether statutory, express or implied, for any act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its agents shall have the right, in Developer's sole discretion, and from time to time, upon the granting of access thereto by the Condominium Association or a Unit Owner, as the case may be, to enter the Condominium Property for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Developer to fulfill its obligations under such warranties. Failure of the Condominium Association or of a Unit Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect. For as long as the Developer remains liable to the Association under any warranty, whether statutory, express or implied, or for any act or omission of the Developer relative to the development, construction, sale and marketing of the Condominium, the Association shall furnish to the Developer all documentation prepared on behalf of the Association concerning the inspection, testing and surveying of the Common Elements or Units relative to analyzing such areas for compliance with all such warranties. Failure of the Association or of a Unit Owner to provide such access to reports and/or documentation shall result in the appropriate warranty being nullified and being of no further force or effect.

## **Section 25. NOTICES.**

All notices to the Association required or desired hereunder or under the Articles or By-Laws, shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Owner's Unit, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or to such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

## **Section 26. RESERVED RIGHTS.**

**26.1 Reservations.** In connection with the creation of this Condominium, the Developer reserves and retains, on behalf of itself and its affiliates, successors and assigns: (a) the air space above and around the Building extending to the limits of the Condominium Property, other than to the extent reserved by the Declarant pursuant to the Master Covenants (collectively, the "Air Rights"); (b) the rooftop of the Building, other than to the extent reserved by the Declarant pursuant to the Master Covenants (the "Roof Rights"); and (c) all exterior signage and naming rights for the Building, other than to the extent reserved by the Declarant pursuant to the Master Covenants (the "Signage Rights"). In connection with the foregoing rights, the Developer further reserves and retains, on behalf of itself and its affiliates, successors and assigns, such easements on, over, under, through and across the Condominium Property (including the Units therein) as may be necessary for use and enjoyment of the Air Rights, Roof Rights and Signage Rights, including, without limitation, the installation, repair, replacement and maintenance of any such improvements and installations (including, without limitation, any improvements or installations placed and constructed upon the roof of the Building) within the Condominium. The Developer, and its affiliates, successors and assigns, shall also have an easement of subjacent and lateral support and all other support over any portions of the Condominium which may now or hereafter contribute to the support of any improvements which are now or hereafter constructed within the Properties, including, without limitation, the Commercial Parcel and the Shared Facilities Parcel. The rights and privileges reserved by the Developer in this section may at any time be assigned, leased, transferred and/or conveyed (in whole or in part) to any affiliate of the Developer or to any third party.

**26.2 Joinder and Consents.** Each Unit Owner, by reason of the acceptance of a deed to a Unit, shall be deemed to have acknowledged and agreed to automatically consent to and join in any zoning application, rezoning, re-platting, waiver of plat, covenant in lieu of unity of title, unity of title, easements, site plan, building permit or permit application, or other governmental application or proceeding, change, addition or deletion made in, on or to or otherwise in connection with the use of any Air Rights, Roof Rights or Signage Rights by the Developer, by its successors or assigns, and in such regard, each Unit Owner, or occupant of a Unit, or the Condominium Association hereby designates the Developer and the Shared Facilities Owner to each act on behalf of the Unit Owners, as agent and attorney-in-fact to consent to any such matters. Notwithstanding the foregoing, if requested by the applicable

party, each Unit Owner and the Condominium Association shall evidence their consent to any such matters in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). The foregoing power of attorney is irrevocable and is coupled with an interest.

26.3 Amendments affecting the Developer. No amendment, rule or regulation may be adopted by the Condominium Association or by the Unit Owners, which would eliminate, modify, prejudice, abridge or otherwise alter in any way the rights granted or reserved, in this Declaration, in favor of the Developer, without the approval of at least 80% of all voting interests in the Condominium; provided however, that nothing herein shall limit or impair the amendment rights of the Developer. Additionally, pursuant to Section 718.106(2)(e) of the Act, all rights granted or reserved to Developer in this Declaration shall be deemed an appurtenance to any Units owned by Developer or its assigns (but only for so long as the Developer or its assigns owns such Units), and shall not be eliminated, modified or impaired by any amendment or by rule or regulation (other than an amendment enacted by the Developer) without the consent of the Developer or its assigns, as appropriate.

## **Section 27. ADDITIONAL PROVISIONS.**

27.1 Interpretation. The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretations shall be binding upon all parties unless wholly unreasonable and an opinion of legal counsel engaged by the Association for such purpose that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

27.2 Exhibits. There is hereby incorporated in this Declaration all materials contained in the exhibits annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over the provisions hereof.

27.3 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

27.4 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Articles, the By-Laws or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

27.5 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Articles and By-Laws, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

27.6 Waiver; Modifications. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

27.7 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other sections of this Declaration and without such other sections limiting the generality hereof, each Unit Owner, by reason of the acceptance of a deed to such Owner's Unit, shall be deemed to have acknowledged and agreed (i) that all of the provisions of this Declaration, and the Articles and By-Laws, and applicable rules and regulations, are fair and reasonable in all material respects, and (ii) to automatically consent to any rezoning, replatting, covenant in lieu of unity of title, revised site plan, change, addition or deletion made in, on or to the Properties, or transfer of density, use or other development rights, by the Developer or the Shared Facilities Owner, or by any affiliate thereof, and in such regard, each Owner, or occupant of a Unit, hereby designates the Association to act on behalf of the Unit Owner, as agent and attorney-in-fact to consent to any such rezoning, replatting, covenant, revision, change, addition or deletion or transfer. If requested by the Developer or the Shared Facilities Owner, each Owner and the Association, on its own behalf and on behalf of the Unit Owners, shall evidence their consent to a rezoning, replatting, covenant, revision, change, addition or deletion or transfer in writing (provided, however, that the refusal to give such written consent shall not obviate the automatic effect of this provision). The foregoing Power of Attorney is irrevocable and is coupled with an interest. The provisions of this section may not be amended without the consent of the Developer, unless approved by a vote of at least 80% of the voting interests in the Condominium.

27.8 Litigation/Waiver of Jury Trial. As to any claim arising from or connected with the Developer's construction, development, repair, replacement or maintenance of the Condominium Property, or the Developer's operation of the Association, the Parcels, or any other portions of the Properties, or any rights reserved by Developer hereunder (the "Development Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Development Matters that (i) the party or parties bringing same shall have first given notice to the Developer or other party against whom/which relief or recovery is sought (the "Defendant") of the specific Development Matters complained of and what actions are necessary to cure or correct same and (ii) the Defendant shall have been given at least forty-five (45) days (subject to extension by reason of matters beyond the control of the Defendant or because of the nature of the applicable Development Matter(s) and the time necessary to cure or correct same) in which to cure or correct the applicable Development Matter(s) and shall have materially failed to do so. **THE DEVELOPER, THE ASSOCIATION, AND ALL OWNERS AND OTHER PERSONS ACQUIRING ANY RIGHT, TITLE OR INTEREST IN OR TO ANY UNIT, EACH HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM PERTAINING TO ANY DEVELOPMENT MATTERS.** Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this section, as shall the Developer and the Association.

27.9 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

27.10 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

27.11 Conflict. In the event any of the provisions of this Declaration conflict with the provisions of the Master Covenants, as it may be amended from time to time, the provisions of the Master Covenants shall control and prevail. Notwithstanding anything contained herein to the contrary, the powers and duties of the Association, and the rights and remedies of the Unit Owners as provided in the Act shall not be limited or abridged.

27.12 Liability. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the association (collectively, the "Association Documents"), the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium Property and/or Association Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County and/or any other jurisdiction or the prevention of tortious activities; and

(c) the provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

27.13 Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the Properties (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed hereby. As used herein, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, and any persons designated, from time to time, by the Association. The provisions hereof shall also inure to the benefit of the Developer, which shall be fully protected hereby. Notwithstanding anything contained herein to the contrary, the rights and remedies of each Unit Owner pursuant to Sections 718.111(3), 718.303 and 718.506 of the Act, are not limited or abridged.

**Section 28.**  
**DISCLAIMER OF WARRANTIES.**

**28.1 GENERAL DISCLAIMER. DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT AS MAY BE REQUIRED IN SECTION 718.203 OF THE ACT, TO THE EXTENT APPLICABLE. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND AS TO ALL OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL, SPECIAL, PUNITIVE AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.**

**28.2 SPECIFIC ADDITIONAL DISCLAIMERS OF REPRESENTATIONS, WARRANTIES AND LIABILITY. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES, UNLESS EXPRESSLY SET FORTH IN THIS DECLARATION, AND THE DEVELOPER HEREBY SPECIFICALLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE FOLLOWING:**

**(a) ANY MATTERS RELATING TO THE VIEWS, DESIGNS, SECURITY, SIZE (INCLUDING DIMENSIONS THEREOF) AND PRIVACY OF THE UNITS AND OTHER PORTIONS OF THE CONDOMINIUM, AND THE DESIGN, HEIGHT, SECURITY, PRIVACY AND DENSITY OF THE SURROUNDING AREAS, INCLUDING, WITHOUT LIMITATION, THE PROPERTIES AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SUITABILITY FOR INTENDED USE OF THE UNIT OR ALL OR ANY PORTION OF THE COMMON ELEMENTS.**

**(b) ANY MATTERS RELATING TO THE EXTERIOR LIGHTING SCHEME FOR THE IMPROVEMENTS WITHIN THE CONDOMINIUM AND THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY SIGNAGE PARCELS AND THE COMMERCIAL PARCEL LOCATED IN THE PROPERTIES, WHICH MAY CAUSE EXCESSIVE OR DISTURBING ILLUMINATION AND MAY REQUIRE THE INSTALLATION OF WINDOW TREATMENTS.**

**(c) THE PREVENTION OF TORTIOUS ACTIVITIES, THE SECURITY, HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM, INCLUDING, WITHOUT LIMITATION, UNIT OWNERS AND THEIR TENANTS, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS. ANY PROVISIONS OF THIS DECLARATION, OR OF THE ARTICLES OR BY-LAWS, SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE RECIPIENT OF SUCH ASSESSMENT FUNDS TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENTS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.**

**(d) THE PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, THE FLORIDA ACCESSIBILITY CODE, MERCHANTABILITY, USABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OF ANY PORTION OF THE COMMON ELEMENTS OR OTHER PORTIONS OF THE CONDOMINIUM, INCLUDING, WITHOUT LIMITATION, THE SALE, OPERATION,**

LEVEL OR COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL LIMIT OR IMPAIR THE RIGHTS OF UNIT OWNERS SET FORTH IN SECTION 718.303(1) OF THE ACT.

(e) BOWING AND/OR DEFLECTION OF MATERIALS, AND CRACKING AND SETTLEMENT OF IMPROVEMENTS, WHICH EACH OWNER RECOGNIZES AND AGREES IS TYPICAL IN THE TYPE OF IMPROVEMENTS IN THE CONDOMINIUM AND THE PROPERTIES.

(f) MOLDS, MILDEW, TOXINS AND FUNGI WHICH, GIVEN THE CLIMATE AND HUMID CONDITIONS IN SOUTH FLORIDA, MAY EXIST AND/OR DEVELOP WITHIN THE UNITS, AND/OR OTHER PORTIONS OF THE CONDOMINIUM. EACH UNIT OWNER AGREES TO REGULARLY INSPECT THEIR UNITS FOR PLUMBING LEAKS, WATER ACCUMULATION, AND WATER INTRUSION THROUGH WINDOWS, DOORS AND ROOFS FOR ANY SIGNS OF MOLD AND REGULARLY MAINTAIN ADEQUATE AIR CIRCULATION AND VENTILATION BY CONTINUOUSLY OPERATING ITS HVAC SYSTEM.

(g) NOISE, MUSIC, LIGHTING, VIBRATIONS, ODORS, TRAFFIC, COMMOTION AND OTHER UNPLEASANT EFFECTS OF NEARBY CONSTRUCTION ACTIVITY, AND EMANATING FROM THE OTHER UNITS, OR ANY LIMITED COMMON ELEMENTS APPURTENANT THERETO, OR THE SURROUNDING AREAS, INCLUDING, WITHOUT LIMITATION, THE COMMERCIAL PARCEL, THE SHARED FACILITIES PARCEL, THE NEARBY ROADWAY AND AIR TRAFFIC, AND MASS-TRANSIT FACILITIES WHICH, BECAUSE OF THEIR PROXIMITY TO THE CONDOMINIUM AND THE PROPERTIES, MAY CREATE DISTURBANCES IMPEDE THE USE OF PORTIONS OF THE CONDOMINIUM AND OTHER PORTIONS OF THE PROPERTIES.

(h) ACTS OF GOD AND UNCONTROLLABLE EVENTS AND, GIVEN THE LOCATION OF THE CONDOMINIUM, THE EXPOSURE TO THE POTENTIAL DAMAGES FROM FLOODING, TROPICAL STORMS, AND FROM HURRICANES, INCLUDING, WITHOUT LIMITATION, DAMAGES FROM STORM SURGES AND WIND-DRIVEN RAIN AND IN ANY PORTIONS OF THE IMPROVEMENTS LOCATED BELOW THE FEDERAL FLOOD PLAIN.

(i) THE LEVEL OF SOUND TRANSMISSION BETWEEN AND AMONG UNITS AND THE OTHER PORTIONS OF THE CONDOMINIUM, THE PROPERTIES AND THE SURROUNDING AREAS, WHICH, BECAUSE SOUND TRANSMISSION IN A BUILDING SUCH AS THE CONDOMINIUM IS VERY DIFFICULT TO CONTROL, MAY CREATE DISTURBANCES IMPEDE THE USE OF THE UNITS AND OTHER PORTIONS OF THE CONDOMINIUM.

(j) THE LARGE TEMPERATURE FLUCTUATIONS IN THE UNITS, WHICH ARE LIKELY TO OCCUR DESPITE THE NORMAL OPERATIONS OF THE AIR CONDITIONING SYSTEMS, DUE TO THE LARGE AMOUNTS OF OUTDOOR GLASS WINDOWS AND DOORS AND THE LOCATION OF THE VARIOUS ROOMS WITHIN THE UNIT, AS WELL AS THE DIFFERING WEATHER CONDITIONS THROUGHOUT THE YEAR, AND WHICH WILL REQUIRE THE INSTALLATION OF INDOOR WINDOW TREATMENTS SUCH AS CURTAINS AND BLINDS.

(k) RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS

OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT. THE FOREGOING NOTICE IS PROVIDED IN ORDER TO COMPLY WITH STATE LAW AND IS FOR INFORMATIONAL PURPOSES ONLY. SELLER DOES NOT CONDUCT RADON TESTING WITH RESPECT TO THE UNITS, THE CONDOMINIUM, OR THE REMAINDER OF THE PROPERTIES, AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES AS TO THE ABSENCE OF RADON GAS OR RADON PRODUCING CONDITIONS IN CONNECTION WITH THE CONDOMINIUM AND THE PROPERTIES.

(I) EACH OWNER, BY ACCEPTING AND ACQUIRING TITLE TO A UNIT, AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES), SHALL BE BOUND BY THIS ARTICLE, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH EACH OF THE ABOVE MATTERS AND OCCURRENCES AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE DEVELOPER AND THE CONDOMINIUM ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE AFOREMENTIONED PARTIES HAS BEEN DISCLAIMED IN THIS ARTICLE.

28.3 LIMITATION OF DAMAGES. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL, SECONDARY, SPECIAL, PUNITIVE AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL, SECONDARY, SPECIAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

28.4 REFERENCES TO DEVELOPER AND ASSOCIATION. AS USED IN THIS SECTION, REFERENCES TO DEVELOPER SHALL INCLUDE WITHIN THEIR MEANING THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE MEMBERS, MANAGERS, PARTNERS, AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND ITS SUCCESSORS AND ASSIGNS AND REFERENCES TO THE "ASSOCIATION," OR THE "CONDOMINIUM ASSOCIATION" SHALL ALL OF ITS DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 30<sup>th</sup> day of August, 2013.

Witnessed by:

MDR TOLEDO, LLC, a Florida limited liability company

[Signature]  
Name: Estrella M Ferrer  
[Signature]  
Name: Victor C del Corral

By: [Signature]  
Print Name: ALAN OJEDA  
Title: AUTHORIZED SIGNATOR

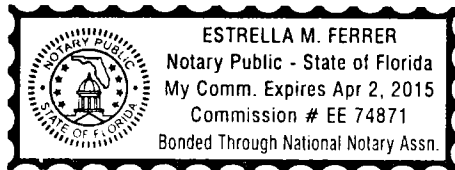
Address: 1450 Brickell Avenue, Suite 2170  
Miami, FL 33131

[CORPORATE SEAL]

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) SS:

The foregoing Declaration was acknowledged before me, this 30<sup>th</sup> day of August, 2013, by ALAN OJEDA, as AUTHORIZED SIGNATOR of MDR TOLEDO, LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me.

[SEAL]:



[Signature]  
Name: Estrella M Ferrer  
Notary Public, State of Florida  
My Commission Expires: 04/02/15

JOINDER

THE BOND (1080 BRICKELL) CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and exhibits attached hereto.

IN WITNESS WHEREOF, THE BOND (1080 BRICKELL) CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 30<sup>th</sup> day of AUGUST, 2013.

Witnessed by:

[Signature]  
Name: ESTRELLA FERRER  
[Signature]  
Name: Victoria del Corral

THE BOND (1080 BRICKELL) CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit

By: [Signature]  
AUTHORIZED SIGNATOR, President

Address: 1450 Brickell Avenue, Suite 2170  
Miami, FL 33131

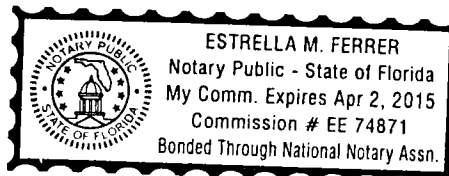
[Corporate Seal]

STATE OF FLORIDA )  
 )SS:  
COUNTY OF MIAMI-DADE )

The foregoing joinder was acknowledged before me this 30<sup>th</sup> day of AUGUST, 2013, by Alan Ojeda, as President of THE BOND (1080 BRICKELL) CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of said corporation. Such person is personally known to me or produced a driver's license as identification.

[SEAL]:

[Signature]  
Name: ESTRELLA FERRER  
Notary Public, State of Florida  
My Commission Expires: 04/02/2015



# THE BOND (1080 BRICKELL), A CONDOMINIUM

## SURVEYOR'S CERTIFICATE:

State of Florida  
County of Miami-Dade } S.S.

On this day appeared before me, the undersigned authority, duly authorized to take oaths, GEOFFREY LEITER, a Licensed Florida Professional Surveyor and Mapper, No. 6395, State of Florida, of LEITER, PEREZ & ASSOCIATES, INC., (the "Affiant"), who, being first duly sworn, deposes, says and as follows, to wit:

1. That Affiant is a duly registered and duly licensed Professional Surveyor and Mapper authorized to practice under the laws of the State of Florida.
2. Affiant hereby certifies that the attached sketches and plot plans marked Exhibit 1, together with the wording of the Declaration of Condominium is an accurate representation of the location and dimensions of the PROPOSED IMPROVEMENTS to the land according to the plans and specifications, and that there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit therein. There may exist some variance, between the proposed improvements and the improvements as constructed.
3. That the improvements represented hereon are proposed and have not been constructed and must be inspected, measured, and recertified upon "substantial" completion upon which the Developer or the Association shall amend the Declaration to include the certification of Surveyor required under the provisions of Florida Statute 718.104.
4. That the Architectural plans (dated 3-11-2013) used in preparation of this Exhibit 1, were prepared and provided by Nichols Brosch Wurst Wolfe & Associates, Inc., 161 Almeria Avenue, Coral Gables, FL 33134.
5. That the elevations shown hereon are referenced to the National Geodetic Vertical Datum of 1929 (N.G.V.D.).

LEITER, PEREZ & ASSOCIATES, INC.

BY: 

Geoffrey Leiter, President, Professional Surveyor & Mapper No. 6395, State Of Florida.

Not Valid without the  
Signature and  
Original Raised Seal  
of a Licensed  
Florida Professional  
Surveyor and Mapper

DATE: 8-6-2013

SWORN TO AND SUBSCRIBED, before me this \_\_\_ day of \_\_\_\_\_, by Geoffrey Leiter of LEITER, PEREZ & ASSOCIATES, INC., he or she is personally known to me and did take an oath.

Witness: My Hand and Official Seal this \_\_\_ day of \_\_\_\_\_ A.D.,

(Acknowledger's Signature) As a Notary Public in the State of Florida  
Printed Name of Acknowledger: Irene Perez  
Notary Public State of: Florida  
Commission Number (if any): EE64973  
My Commission Expires: March 9, 2015



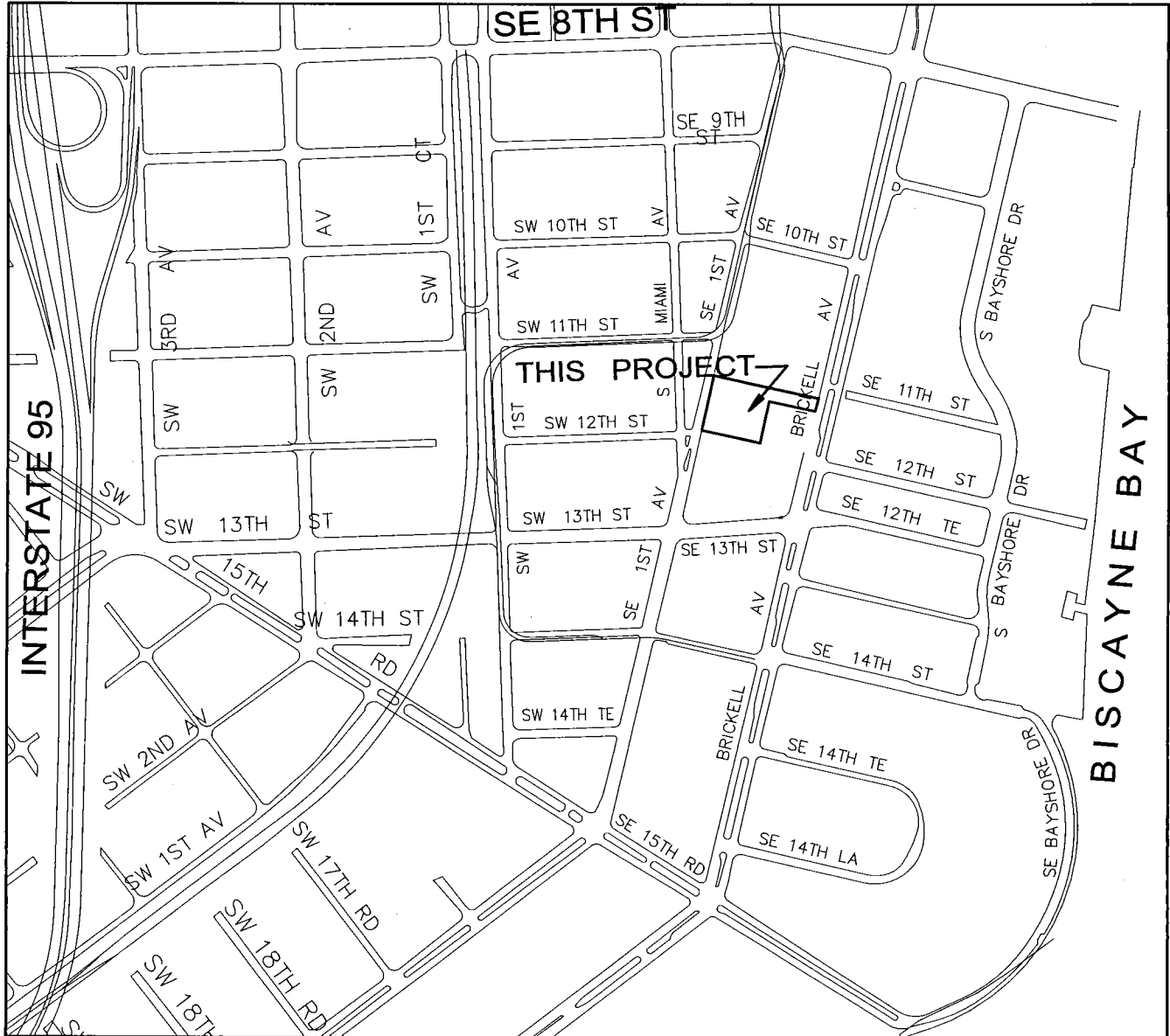
LEITER, PEREZ & ASSOCIATES, INC.  
LAND DEVELOPMENT CONSULTANTS  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 165TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411  
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0401_2012mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
CERTIFICATION	

EXHIBIT "1"

SHEET 1 OF 42

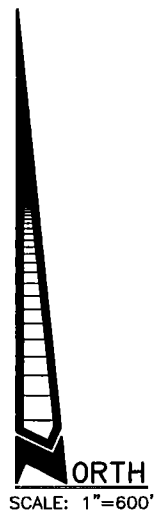
# THE BOND (1080 BRICKELL), A CONDOMINIUM



**OVERALL PROJECT LOCATION SKETCH**  
SCALE: 1"=600'

SECTION 12, TOWNSHIP 54S, RANGE 41E  
CITY OF MIAMI, MIAMI-DADE COUNTY, FL 33131

PROPERTY ADDRESS: 1080 BRICKELL AVENUE, MIAMI, FL 33131



**LEITER, PEREZ & ASSOCIATES, INC.**  
LAND DEVELOPMENT CONSULTANTS  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 165TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
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DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0401_2012mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LOCATION MAP	

**EXHIBIT "1"**

SHEET 2 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM

## SURVEYOR'S NOTES:

1. Elevations when shown are proposed and refer to the National Geodetic Vertical Datum - N.G.V.D. of 1929 and are expressed in feet and decimal fractions thereof.
2. The Upper and Lower Boundary (Limit) of each Unit shall be the horizontal plane of the undecorated unfinished surface of the floors and ceilings (which will be deemed to be the floor of the first story of the Unit and the ceiling of the top story of the Unit for a multi-story Unit) lying within the Perimetrical Boundary of each Unit.
3. The Perimetrical Boundary of each Unit shall be the vertical plane of the undecorated unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the Upper and Lower Boundary of each Unit.
4. Elevations when shown are to the interior undecorated unfinished surface of the floors and ceilings.
5. The Patios, Terraces, Balconies and Lanais as designated in this EXHIBIT "1" adjacent to a Unit are Limited Common Elements appurtenant to said Unit.
6. The Parking Spaces as shown are not a part of the THE BOND (1080 BRICKELL), A CONDOMINIUM.
7. Refer to the Declaration of Condominium of "THE BOND (1080 BRICKELL), A CONDOMINIUM" for a detailed description of rights, reservations, definitions, common elements, limited common elements, easements, restrictions or other applicable covenants joined hereto this EXHIBIT "1".
8. Landscaping, conduits, wiring (phone, electric, etc.), ducts, plumbing, cable T.V. (if provided) or other facilities furnishing utility services to the Units, Common Elements, or Limited Common Elements have been omitted from this EXHIBIT "1".
9. Refer to Sheets 4 thru 6 for the legal description of THE BOND (1080 BRICKELL), A CONDOMINIUM.
10. BEARINGS shown hereon are based upon an assumed meridian and are referenced to the East right-of-way line of S.E. Miami Avenue having a bearing of S13°20'47"W.
11. All improvements are proposed and are subject to change by amendment to the Declaration.

## SURVEY LEGEND:

CONC.	-CONCRETE
A/C	= -AIR CONDITIONED
CL	-CENTERLINE
C.B.	-CATCH BASIN
C.B.S.	-CONCRETE BLOCK & STUCCO
D.C.R.	-MIAMI-DADE COUNTY RECORDS
Ø	-DIAMETER
E.B.	-ELECTRIC BOX
+12.15	-ELEVATION
ELEV.	-ELEVATION
F.F.	-FINISHED FLOOR
H.	-HANDICAP
L.B.	-LICENSED BUSINESS
M	-MONUMENT LINE (CITY OF MIAMI))
N. G. V. D.	-NATIONAL GEODETIC VERTICAL DATUM
OHW	-OVERHEAD WIRES
PG.	-PAGE
P.B.	-PLAT BOOK
P. O. B.	-POINT OF BEGINNING
P. O. C.	-POINT OF COMMENCEMENT
S. MH.	-SANITARY MANHOLE
S. L. B.	-STREET LIGHT BOX
T. S. B.	-TRAFFIC SIGNAL BOX
W. M.	-WATER METER
W. M. B.	-WATER METER BOX
W. V.	-WATER VALVE
W. P. P.	-WOOD POWER POLE



**LEITER, PEREZ & ASSOCIATES, INC.**  
**LAND DEVELOPMENT CONSULTANTS**  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 185TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
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DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0401_2012mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
PROJECT LEGAL DESCRIPTION, LEGEND AND SURVEYOR'S NOTES	

**EXHIBIT "1"**

SHEET 3 OF 41

THE BOND (1080 BRICKELL), A CONDOMINIUM

CONDOMINIUM PARCEL LEGAL DESCRIPTION:

A portion of the Southerly 200.00 feet of the Northerly 400.00 feet of Lot 6, less the Easterly 10.00 feet thereof, Block 100S, AMENDED MAP OF BRICKELL'S ADDITION TO THE MAP OF MIAMI, according to the Plat thereof, as recorded in Plat Book B, at Page 113, of the Public Records of Miami-Dade County, said parcel being more particularly described as follows:

Commence at the Northeast corner of said Lot 6; thence S13°20'58"W, along the Easterly boundary of said Lot 6, a distance of 200.00 feet; thence N76°41'48"W, along a line lying 200.00 feet South of, as measured at right angles to, the Northerly boundary of said Lot 6, a distance of 232.82 feet; thence S13°18'12"W for 59.17 feet to the POINT OF BEGINNING of the following described parcel; thence S13°18'12"W for 19.08 feet; thence N76°41'48"W for 0.75 feet; thence S13°18'12"W for 7.83 feet; thence N76°41'48"W for 12.42 feet; thence N13°18'12"E for 1.42 feet; thence N76°41'48"W for 2.67 feet; thence S13°18'12"W for 2.96 feet; thence N76°41'48"W for 4.42 feet; thence S13°18'12"W for 10.13 feet; thence N76°41'48"W for 44.98 feet; thence N13°18'12"E for 0.17 feet; thence N76°41'48"W for 8.77 feet; thence N13°18'12"E for 2.58 feet; thence N76°41'48"W for 2.00 feet; thence S13°18'12"W for 1.17 feet; thence N76°41'48"W for 14.08 feet; thence S13°18'12"W for 11.75 feet; thence N76°41'48"W for 10.08 feet; thence N13°18'12"E for 2.08 feet; thence N76°41'48"W for 8.83 feet; thence N13°18'12"E for 27.83 feet; thence S76°41'48"E for 3.92 feet; thence N13°18'12"E for 24.92 feet to a point referred to as Point "A"; thence S76°41'48"E for 29.25 feet; thence S13°18'12"W for 12.00 feet; thence S76°41'48"E for 1.67 feet; thence N13°18'12"E for 6.42 feet; thence S76°41'48"E for 59.24 feet; thence S13°18'12"W for 0.50 feet; thence S76°41'48"E for 14.92 feet to the POINT OF BEGINNING.

The lower limit of the above described parcel is at Elevation 10.00 N.G.V.D. and the upper limit is at Elevation 26.33 N.G.V.D.

LESS AND EXCEPT

A parcel described as follows:  
Commence at Point "A" as previously described; thence S19°24'11"E for 29.61 feet to Point "B" and the POINT OF BEGINNING of the following described parcel; thence S76°41'48"E for 14.92 feet; thence S13°18'12"W for 11.00 feet; thence N76°41'48"W for 14.92 feet; thence N13°18'12"E for 11.00 feet to Point "B" and the POINT OF BEGINNING.

TOGETHER WITH

Commence at the Northeast corner of said Lot 6; thence S13°20'58"W, along the Easterly boundary of said Lot 6, a distance of 200.00 feet; thence N76°41'48"W, along a line lying 200.00 feet South of, as measured at right angles to, the Northerly boundary of said Lot 6, a distance of 314.24 feet; thence S13°18'12"W for 13.67 feet to the POINT OF BEGINNING of the following described parcel; thence S13°18'12"W for 7.83 feet; thence S76°41'48"E for 5.17 feet; thence S13°18'12"W for 11.33 feet; thence S76°41'48"E for 0.42 feet; thence S13°18'12"W for 134.33 feet; thence N76°41'48"W for 0.42 feet; thence S13°18'12"W for 11.33 feet; thence N76°41'48"W for 5.17 feet; thence S13°18'12"W for 6.50 feet; thence N76°41'48"W for 2.00 feet; thence S13°18'12"W for 1.33 feet; thence N76°41'48"W for 28.58 feet; thence N13°18'12"E for 39.42 feet; thence S76°41'48"E for 6.00 feet; thence N13°18'12"E for 4.00 feet; thence N76°41'48"W for 6.00 feet; thence N13°18'12"E for 37.75 feet; thence S76°41'48"E for 3.00 feet; thence N13°18'12"E for 26.17 feet; thence N76°41'48"W for 3.00 feet; thence N13°18'12"E for 22.17 feet; thence S76°41'48"E for 6.00 feet; thence S13°18'12"W for 3.92 feet; thence N76°41'48"W for 6.00 feet; thence N13°18'12"E for 39.42 feet; thence S76°41'48"E for 30.58 feet to the POINT OF BEGINNING.

The lower limit of the above described parcel is at Elevation 27.00 N.G.V.D. and the upper limit is at Elevation 36.33 N.G.V.D.

TOGETHER WITH

Commence at the Northeast corner of said Lot 6; thence S13°20'58"W, along the Easterly boundary of said Lot 6, a distance of 200.00 feet; thence N76°41'48"W, along a line lying 200.00 feet South of, as measured at right angles to, the Northerly boundary of said Lot 6, a distance of 304.40 feet; thence S13°18'12"W for 15.00 feet to the POINT OF BEGINNING of the following described parcel; thence S13°18'12"W for 21.08 feet; thence N76°41'48"W for 3.83 feet; thence S13°18'12"W for 4.83 feet; thence N76°41'48"W for 0.42 feet; thence S13°18'12"W for 118.17 feet; thence S76°41'48"E for 0.42 feet; thence S13°18'12"W for 4.83 feet; thence S76°41'48"E for 3.83 feet; thence S13°18'12"W for 21.08 feet; thence N76°41'48"W for 40.42 feet; thence N13°18'12"E for 170.00 feet; thence S76°41'48"E for 40.42 feet to the POINT OF BEGINNING.

The above described parcel includes the following described areas:

The area having a lower limit at Elevation 37.00 N.G.V.D. and an upper limit at Elevation 46.33 N.G.V.D.

and

The area having a lower limit at Elevation 57.00 N.G.V.D. and an upper limit at Elevation 66.33 N.G.V.D.

and

The area having a lower limit at Elevation 77.00 N.G.V.D. and an upper limit at Elevation 86.33 N.G.V.D.

and

The area having a lower limit at Elevation 97.00 N.G.V.D. and an upper limit at Elevation 106.33 N.G.V.D.

and

The area having a lower limit at Elevation 117.00 N.G.V.D. and an upper limit at Elevation 126.33 N.G.V.D.

TOGETHER WITH

Commence at the Northeast corner of said Lot 6; thence S13°20'58"W, along the Easterly boundary of said Lot 6, a distance of 200.00 feet; thence N76°41'48"W, along a line lying 200.00 feet South of, as measured at right angles to, the Northerly boundary of said Lot 6, a distance of 304.40 feet; thence S13°18'12"W for 15.00 feet to the POINT OF BEGINNING of the following described parcel; thence S13°18'12"W for 25.92 feet; thence N76°41'48"W for 3.25 feet; thence S13°18'12"W for 10.50 feet; thence N76°41'48"W for 1.00 feet; thence S13°18'12"W for 99.08 feet; thence S76°41'48"E for 1.00 feet; thence S13°18'12"W for 8.58 feet; thence S76°41'48"E for 3.25 feet; thence S13°18'12"W for 25.92 feet; thence N76°41'48"W for 34.58 feet; thence N13°18'12"E for 79.17 feet; thence N76°41'48"W for 2.83 feet; thence N13°18'12"E for 27.83 feet; thence S76°41'48"E for 2.83 feet; thence N13°18'12"E for 63.00 feet; thence S76°41'48"E for 34.58 feet to the POINT OF BEGINNING.

The above described parcel includes the following described areas:

The area having a lower limit at Elevation 47.00 N.G.V.D. and an upper limit at Elevation 56.33 N.G.V.D.



LEITER, PEREZ & ASSOCIATES, INC.  
LAND DEVELOPMENT CONSULTANTS  
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LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 165TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411  
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0401_2012mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
CONDOMINIUM LEGAL DESCRIPTION	

EXHIBIT "1"

SHEET 4 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM

## CONDOMINIUM PARCEL LEGAL DESCRIPTION (cont'd):

and

The area having a lower limit at Elevation 67.00 N.G.V.D. and an upper limit at Elevation 76.33 N.G.V.D.

and

The area having a lower limit at Elevation 87.00 N.G.V.D. and an upper limit at Elevation 96.33 N.G.V.D.

and

The area having a lower limit at Elevation 107.00 N.G.V.D. and an upper limit at Elevation 116.33 N.G.V.D.

and

The area having a lower limit at Elevation 127.00 N.G.V.D. and an upper limit at Elevation 146.33 N.G.V.D.

### TOGETHER WITH

Commence at the Northeast corner of said Lot 6; thence S13°20'58"W, along the Easterly boundary of said Lot 6, a distance of 200.00 feet; thence N76°41'48"W, along a line lying 200.00 feet South of, as measured at right angles to, the Northerly boundary of said Lot 6, a distance of 187.82 feet; thence S13°18'12"W for 26.31 feet to the **POINT OF BEGINNING** of the following described parcel; thence S13°18'12"W for 159.36 feet; thence N76°41'48"W for 59.83 feet; thence N13°18'12"E for 1.33 feet; thence N76°41'48"W for 42.92 feet; thence N13°18'12"E for 3.50 feet; thence N76°41'48"W for 1.00 feet; thence N13°18'12"E for 1.67 feet; thence N76°41'48"W for 2.83 feet; thence N13°18'12"E for 29.92 feet; thence N76°41'48"W for 9.75 feet; thence S13°18'12"W for 14.83 feet; thence S76°41'48"E for 0.42 feet; thence S13°18'12"W for 22.25 feet; thence N76°41'48"W for 41.08 feet; thence N13°18'12"E for 172.67 feet; thence S76°41'48"E for 41.08 feet; thence S13°18'12"W for 23.17 feet; thence N76°41'48"W for 0.42 feet; thence S13°18'12"W for 5.25 feet; thence N76°41'48"W for 2.83 feet; thence S13°18'12"W for 6.42 feet; thence S76°41'48"E for 12.58 feet; thence N13°18'12"E for 27.67 feet; thence S76°41'48"E for 2.83 feet; thence N13°18'12"E for 1.67 feet; thence S76°41'48"E for 1.00 feet; thence N13°18'12"E for 3.50 feet; thence S76°41'48"E for 42.25 feet; thence S13°18'12"W for 2.98 feet; thence S76°41'48"E for 41.33 feet; thence S13°18'12"W for 7.67 feet; thence S76°41'48"E for 19.17 feet to the **POINT OF BEGINNING**.

Said parcel having a lower limit at Elevation 133.00 N.G.V.D. and an upper limit at Elevation 146.33 N.G.V.D.

### TOGETHER WITH

Commence at the Northeast corner of said Lot 6; thence S13°20'58"W, along the Easterly boundary of said Lot 6, a distance of 200.00 feet; thence N76°41'48"W, along a line lying 200.00 feet South of, as measured at right angles to, the Northerly boundary of said Lot 6, a distance of 247.01 feet; thence S13°18'12"W for 15.00 feet to the **POINT OF BEGINNING** of the following described parcel; thence S13°18'12"W for 43.67 feet; thence N76°41'48"W for 13.67 feet; thence S13°18'12"W for 82.67 feet; thence S76°41'48"E for 13.67 feet; thence S13°18'12"W for 43.67 feet; thence N76°41'48"W for 42.25 feet; thence S13°18'12"W for 1.33 feet; thence N76°41'48"W for 55.92 feet; thence N13°18'12"E for 39.42 feet; thence S76°41'48"E for 3.41 feet; thence N13°18'12"E for 8.00 feet; thence N76°41'48"W for 3.41 feet; thence N13°18'12"E for 33.92 feet; thence S76°41'48"E for 3.50 feet; thence N13°18'12"E for 26.00 feet; thence N76°41'48"W for 3.50 feet; thence N13°18'12"E for 17.92 feet; thence S76°41'48"E for 3.55 feet; thence N13°18'12"E for 8.00 feet; thence N76°41'48"W for 3.55 feet; thence N13°18'12"E for 39.42 feet; thence S76°41'48"E for 44.67 feet; thence S13°18'12"W for 1.33 feet to a point referred to as Point "C"; thence S76°41'48"E for 53.50 to the **POINT OF BEGINNING**.

The above described parcel having a lower limit at Elevation 147.00 N.G.V.D. and an upper limit at Elevation 156.33 N.G.V.D.

### TOGETHER WITH

Commence at the Northeast corner of said Lot 6; thence S13°20'58"W, along the Easterly boundary of said Lot 6, a distance of 200.00 feet; thence N76°41'48"W, along a line lying 200.00 feet South of, as measured at right angles to, the Northerly boundary of said Lot 6, a distance of 187.82 feet; thence S13°18'12"W for 26.31 feet to the **POINT OF BEGINNING** of the following described parcel; thence S13°18'12"W for 159.36 feet; thence N76°41'48"W for 59.83 feet; thence N13°18'12"E for 1.33 feet; thence N76°41'48"W for 42.92 feet; thence N13°18'12"E for 3.50 feet; thence N76°41'48"W for 1.00 feet; thence N13°18'12"E for 1.67 feet; thence N76°41'48"W for 2.83 feet; thence N13°18'12"E for 29.92 feet; thence N76°41'48"W for 9.75 feet; thence S13°18'12"W for 14.83 feet; thence S76°41'48"E for 0.42 feet; thence S13°18'12"W for 22.25 feet; thence N76°41'48"W for 41.08 feet; thence N13°18'12"E for 172.67 feet; thence S76°41'48"E for 41.08 feet; thence S13°18'12"W for 23.17 feet; thence N76°41'48"W for 0.42 feet; thence S13°18'12"W for 5.25 feet; thence N76°41'48"W for 2.83 feet; thence S13°18'12"W for 6.42 feet; thence S76°41'48"E for 12.58 feet; thence N13°18'12"E for 27.67 feet; thence S76°41'48"E for 2.83 feet; thence N13°18'12"E for 1.67 feet; thence S76°41'48"E for 1.00 feet; thence N13°18'12"E for 3.50 feet; thence S76°41'48"E for 42.25 feet; thence S13°18'12"W for 2.98 feet; thence S76°41'48"E for 41.33 feet; thence S13°18'12"W for 7.67 feet; thence S76°41'48"E for 19.17 feet to the **POINT OF BEGINNING**.

Said parcel having a lower limit at Elevation 133.00 N.G.V.D. and an upper limit at Elevation 146.33 N.G.V.D.

### TOGETHER WITH

Commence at the Northeast corner of said Lot 6; thence S13°20'58"W, along the Easterly boundary of said Lot 6, a distance of 200.00 feet; thence N76°41'48"W, along a line lying 200.00 feet South of, as measured at right angles to, the Northerly boundary of said Lot 6, a distance of 247.01 feet; thence S13°18'12"W for 15.00 feet to the **POINT OF BEGINNING** of the following described parcel; thence S13°18'12"W for 43.67 feet; thence N76°41'48"W for 13.67 feet; thence S13°18'12"W for 82.67 feet; thence S76°41'48"E for 13.67 feet; thence S13°18'12"W for 43.67 feet; thence N76°41'48"W for 42.25 feet; thence S13°18'12"W for 1.33 feet; thence N76°41'48"W for 55.92 feet; thence N13°18'12"E for 39.42 feet; thence S76°41'48"E for 3.41 feet; thence N13°18'12"E for 8.00 feet; thence N76°41'48"W for 3.41 feet; thence N13°18'12"E for 33.92 feet; thence S76°41'48"E for 3.50 feet; thence N13°18'12"E for 26.00 feet; thence N76°41'48"W for 3.50 feet; thence N13°18'12"E for 17.92 feet; thence S76°41'48"E for 3.55 feet; thence N13°18'12"E for 8.00 feet; thence N76°41'48"W for 3.55 feet; thence N13°18'12"E for 39.42 feet; thence S76°41'48"E for 44.67 feet; thence S13°18'12"W for 1.33 feet to a point referred to as Point "C"; thence S76°41'48"E for 53.50 to the **POINT OF BEGINNING**.

The above described parcel having a lower limit at Elevation 147.00 N.G.V.D. and an upper limit at Elevation 156.33 N.G.V.D.



**LEITER, PEREZ & ASSOCIATES, INC.**  
**LAND DEVELOPMENT CONSULTANTS**  
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LAND PLANNERS - ENVIRONMENTAL  
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MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411  
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0401_2012mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
CONDOMINIUM LEGAL DESCRIPTION	

**EXHIBIT "1"**

SHEET 5 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM

## CONDOMINIUM PARCEL LEGAL DESCRIPTION (cont'd):

### TOGETHER WITH

Commence at the Northeast corner of said Lot 6; thence S13°20'58"W, along the Easterly boundary of said Lot 6, a distance of 200.00 feet; thence N76°41'48"W, along a line lying 200.00 feet South of, as measured at right angles to, the Northerly boundary of said Lot 6, a distance of 260.68 feet; thence S13°18'12"W for 13.67 feet to the **POINT OF BEGINNING** of the following described parcel; thence S13°18'12"W for 172.67 feet; thence N76°41'48"W for 84.50 feet; thence N13°18'12"E for 39.42 feet; thence S76°41'48"E for 3.41 feet; thence N13°18'12"E for 8.00 feet; thence N76°41'48"W for 3.41 feet; thence N13°18'12"E for 33.92 feet; thence S76°41'48"E for 3.50 feet; thence N13°18'12"E for 26.00 feet; thence N76°41'48"W for 3.50 feet; thence N13°18'12"E for 17.92 feet; thence S76°41'48"E for 3.55 feet; thence N13°18'12"E for 8.00 feet; thence N76°41'48"W for 3.55 feet; thence N13°18'12"E for 39.42 feet; thence S76°41'48"E for 84.50 feet to the **POINT OF BEGINNING**.

The above described parcel includes the following described areas:

The area having a lower limit at Elevation 157.00 N.G.V.D. and an upper limit at Elevation 490.00 N.G.V.D.

### LESS AND EXCEPT

THE PROPERTY, RESERVATIONS AND RIGHTS IN SECTION 1.2 AND 26 OF THE DECLARATION OF CONDOMINIUM FOR 1080 CONDOMINIUM, WHICH SHALL NOT BE DEEMED PART OF THE 1080 CONDOMINIUM, OR THE CONDOMINIUM PROPERTY OR PART OF THE LANDS OR OTHER PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.



**LEITER, PEREZ & ASSOCIATES, INC.**  
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DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0401_2012mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
CONDOMINIUM LEGAL DESCRIPTION	

**EXHIBIT "1"**

SHEET 6 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM

AMENDED MAP OF  
BRICKELL'S ADDITION TO THE MAP OF MIAMI  
(PLAT BOOK "B", PAGE 113, D.C.R.)  
BLOCK 100S,  
LOT 6

NORTH LINE LOT 6  
NE CORNER LOT 6  
P.O.C.

BRICKELL AVENUE  
S13°20'58"W 200.00'  
EAST LINE LOT 6

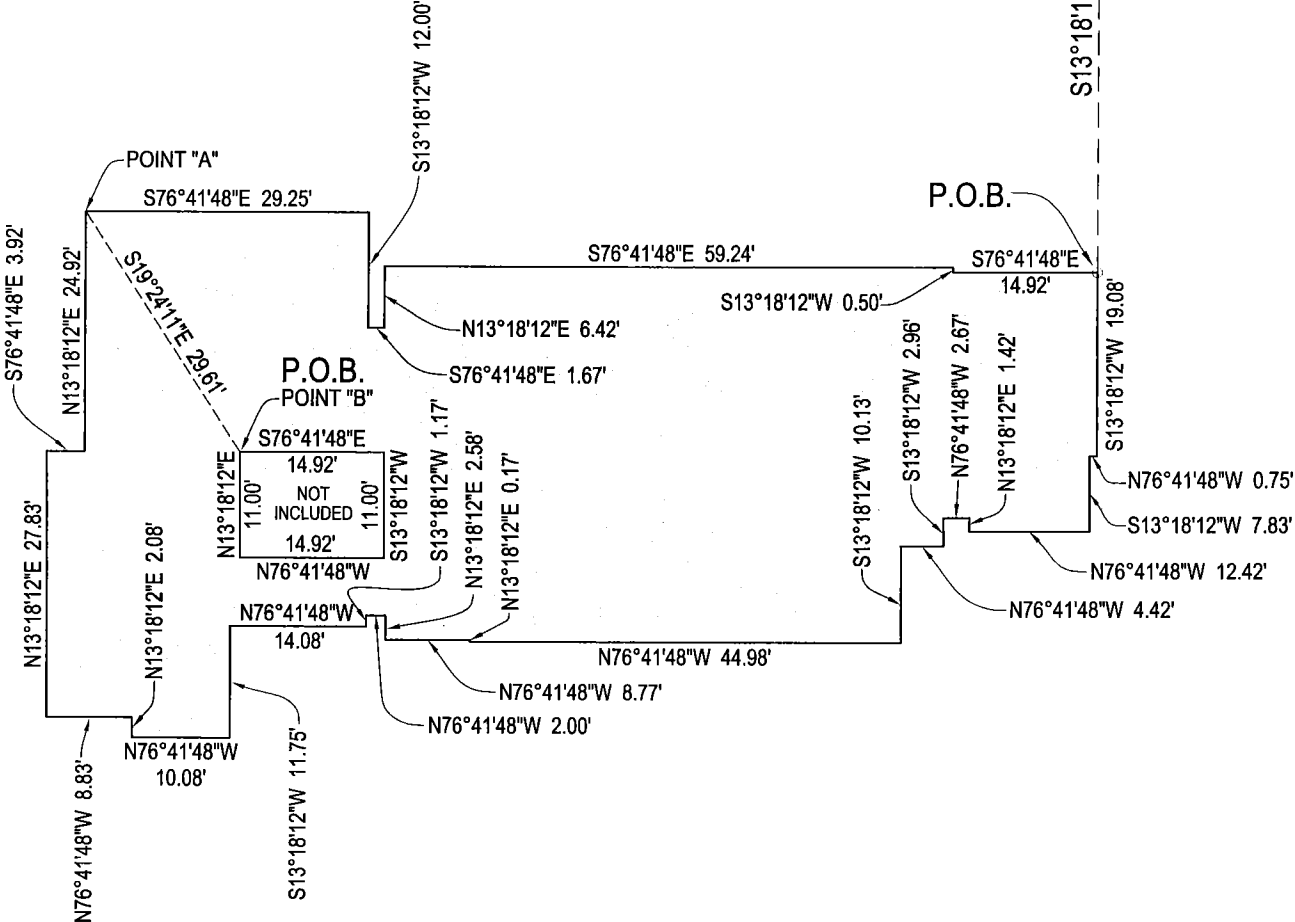
N76°41'48"W  
232.82'

S13°18'12"W 59.17'

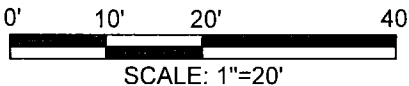
P.O.B.

P.O.B.  
POINT "B"

POINT "A"



LOWER LIMIT ELEVATION: +10.00' N.G.V.D.  
UPPER LIMIT ELEVATION: +26.33' N.G.V.D.



NOTES:

1. THE BOND (1080 BRICKELL), A CONDOMINIUM IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT. ALL OTHER AREAS SHOWN ARE NOT IN THE BOND (1080 BRICKELL), A CONDOMINIUM ("NIC").
2. REFER TO SHEET 3 FOR ADDITIONAL NOTES PERTAINING TO THE BOND (1080 BRICKELL), A CONDOMINIUM.
3. REFER TO SHEETS 4 THRU 6 FOR THE LEGAL DESCRIPTION OF THE BOND (1080 BRICKELL), A CONDOMINIUM.

LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES PROJECT PROPERTY LINE
- P.O.B. - INDICATES POINT OF BEGINNING
- P.O.C. - INDICATES POINT OF COMMENCEMENT
- N.G.V.D. - INDICATES NATIONAL GEODETIC VERTICAL DATUM (1929)

SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY



**LEITER, PEREZ & ASSOCIATES, INC.**  
LAND DEVELOPMENT CONSULTANTS  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0401_2012mod-legal.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
GROUND FLOOR PLAN	

EXHIBIT "1"  
SHEET 7 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM

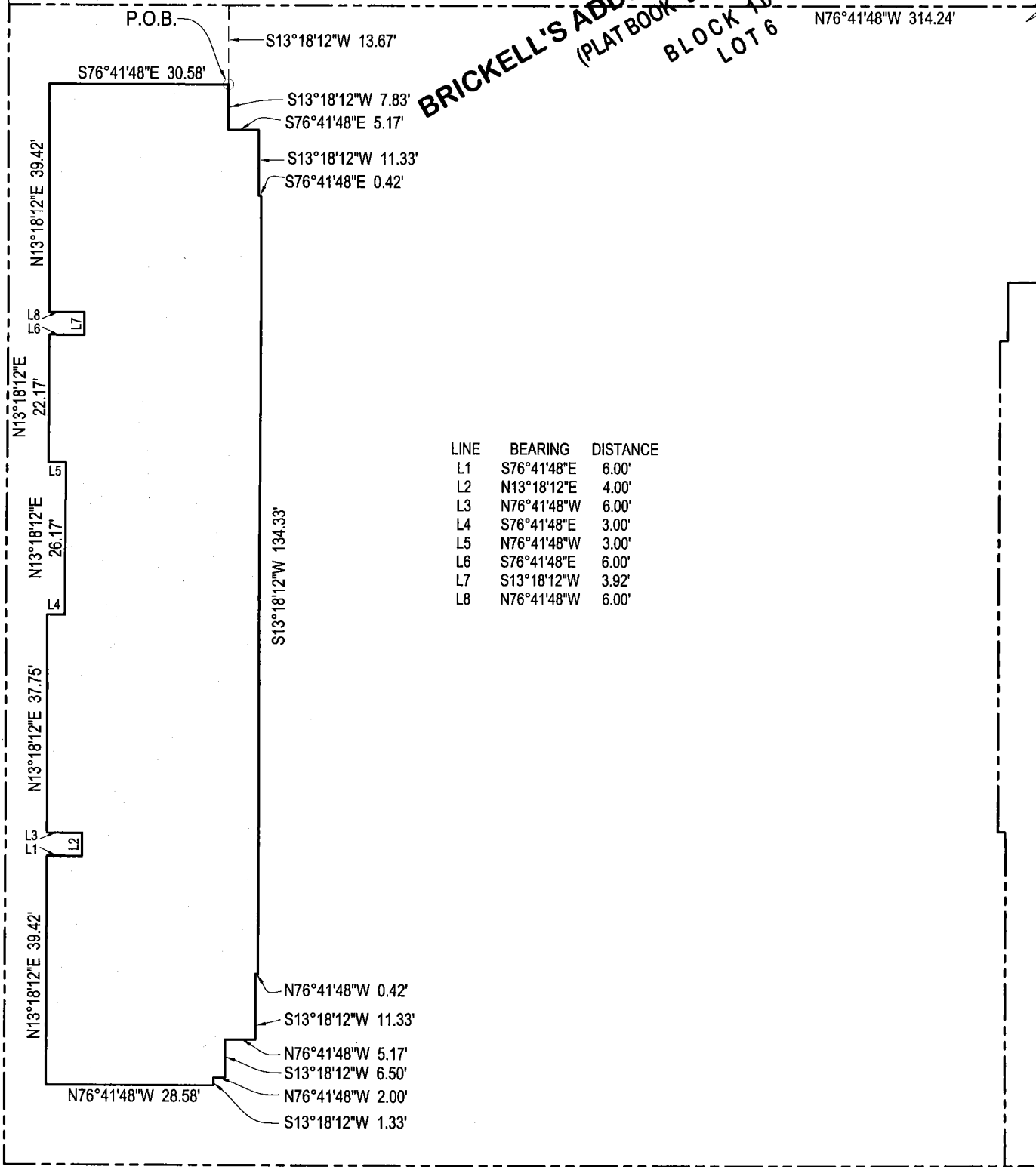
P.O.C.  
NE CORNER LOT 6

NORTH LINE LOT 6 N76°41'48"W

AMENDED MAP OF  
BRICKELL'S ADDITION TO THE MAP OF MIAMI  
(PLAT BOOK "B", PAGE 113, D.C.R.)  
BLOCK 100 S,  
LOT 6

S13°20'58"W 200.00'  
BRICKELL AVENUE  
EAST LINE LOT 6

S.E. MIAMI AVENUE



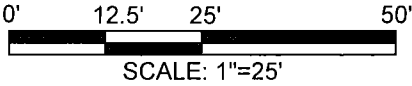
LOWER LIMIT ELEVATION: +27.00' N.G.V.D.  
UPPER LIMIT ELEVATION: +36.33' N.G.V.D.

NOTES:

1. THE BOND (1080 BRICKELL), A CONDOMINIUM IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT. ALL OTHER AREAS SHOWN ARE NOT IN THE BOND (1080 BRICKELL), A CONDOMINIUM ("NIC").
2. REFER TO SHEET 3 FOR ADDITIONAL NOTES PERTAINING TO THE BOND (1080 BRICKELL), A CONDOMINIUM.
3. REFER TO SHEETS 4 THRU 6 FOR THE LEGAL DESCRIPTION OF THE BOND (1080 BRICKELL), A CONDOMINIUM.

LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES PROJECT PROPERTY LINE
- P.O.B. - INDICATES POINT OF BEGINNING
- P.O.C. - INDICATES POINT OF COMMENCEMENT
- N.G.V.D. - INDICATES NATIONAL GEODETIC VERTICAL DATUM (1929)



SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY



LEITER, PEREZ & ASSOCIATES, INC.  
LAND DEVELOPMENT CONSULTANTS  
CIVIL ENGINEERS - LAND SURVEYORS  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0402_2012mod-legal.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 2	

EXHIBIT "1"

SHEET 8 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM

P.O.C.  
NE CORNER LOT 6

NORTH LINE LOT 6 N76°41'48"W

S13°20'58"W 200.00'

BRICKELL AVENUE

AMENDED MAP OF  
BRICKELL'S ADDITION TO THE MAP OF MIAMI  
(PLAT BOOK "B", PAGE 113, D.C.R.)  
BLOCK 100S,  
LOT 6

N76°41'48"W 304.40'

EAST LINE LOT 6

S.E. MIAMI AVENUE

N13°18'12"E 170.00'

S13°18'12"W 118.17'

S76°41'48"E 40.42'

S13°18'12"W 15.00'

P.O.B.

S13°18'12"W 21.08'

N76°41'48"W 3.83'

S13°18'12"W 4.83'

N76°41'48"W 0.42'

LOWER LIMIT ELEVATION: +37.00' N.G.V.D.  
UPPER LIMIT ELEVATION: +46.33' N.G.V.D.

LOWER LIMIT ELEVATION: +57.00' N.G.V.D.  
UPPER LIMIT ELEVATION: +66.33' N.G.V.D.

LOWER LIMIT ELEVATION: +77.00' N.G.V.D.  
UPPER LIMIT ELEVATION: +86.33' N.G.V.D.

LOWER LIMIT ELEVATION: +97.00' N.G.V.D.  
UPPER LIMIT ELEVATION: +106.33' N.G.V.D.

LOWER LIMIT ELEVATION: +117.00' N.G.V.D.  
UPPER LIMIT ELEVATION: +126.33' N.G.V.D.

S76°41'48"E 0.42'

S13°18'12"W 4.83'

S76°41'48"E 3.83'

S13°18'12"W 21.08'

N76°41'48"W 40.42'

NOTES:

1. THE BOND (1080 BRICKELL), A CONDOMINIUM IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT. ALL OTHER AREAS SHOWN ARE NOT IN THE BOND (1080 BRICKELL), A CONDOMINIUM ("NIC").
2. REFER TO SHEET 3 FOR ADDITIONAL NOTES PERTAINING TO THE BOND (1080 BRICKELL), A CONDOMINIUM.
3. REFER TO SHEETS 4 THRU 6 FOR THE LEGAL DESCRIPTION OF THE BOND (1080 BRICKELL), A CONDOMINIUM.

LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES PROJECT PROPERTY LINE
- P.O.B. - INDICATES POINT OF BEGINNING
- P.O.C. - INDICATES POINT OF COMMENCEMENT
- N.G.V.D. - INDICATES NATIONAL GEODETIC VERTICAL DATUM (1929)

0' 12.5' 25' 50'  
SCALE: 1"=25'

SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY



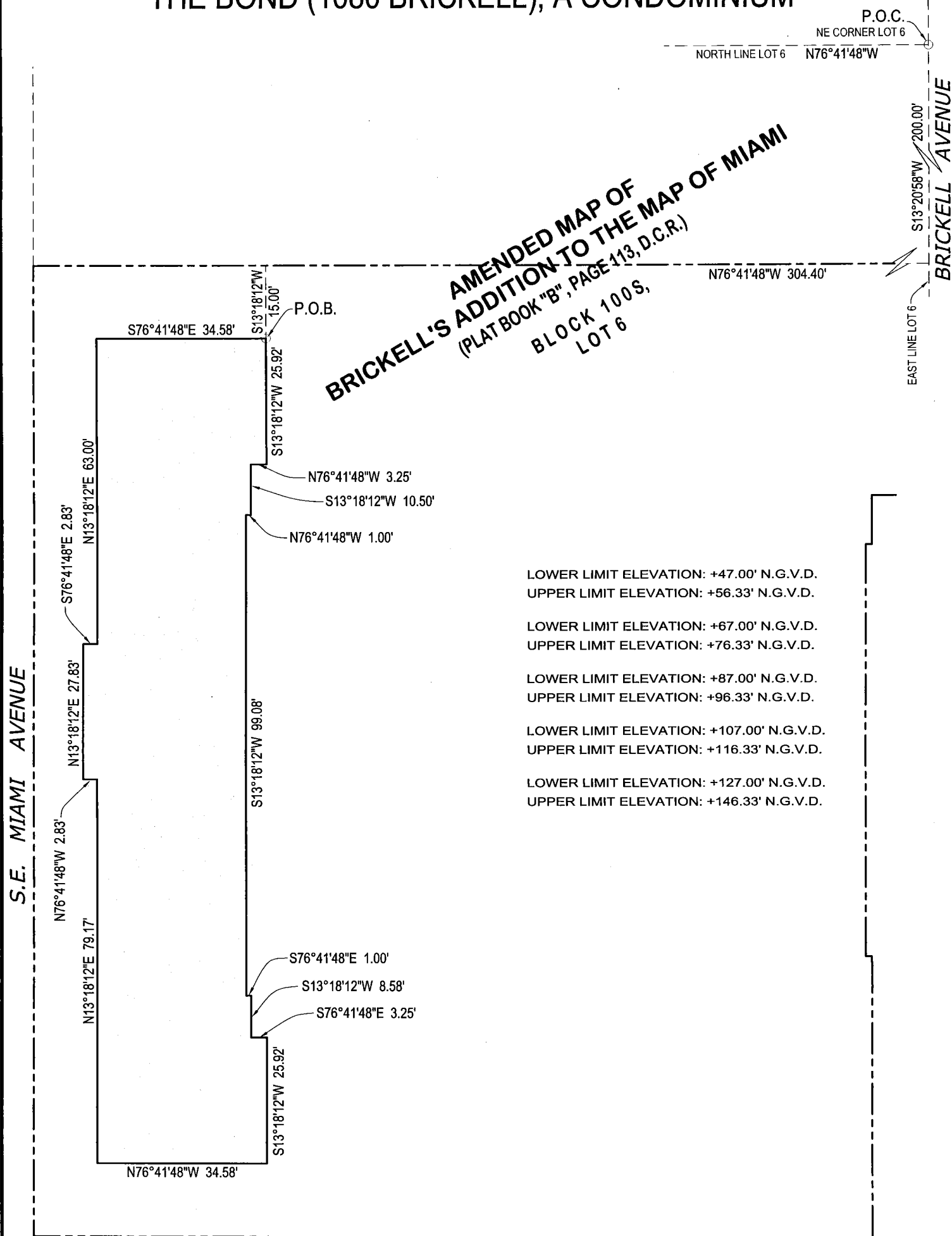
LEITER, PEREZ & ASSOCIATES, INC.  
LAND DEVELOPMENT CONSULTANTS  
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520 N.W. 165TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0403_2013mod-legal.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVELS 3, 5, 7, 9, and 11	

EXHIBIT "1"

SHEET 9 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM

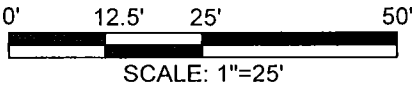


NOTES:

1. THE BOND (1080 BRICKELL), A CONDOMINIUM IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT. ALL OTHER AREAS SHOWN ARE NOT IN THE BOND (1080 BRICKELL), A CONDOMINIUM ("NIC").
2. REFER TO SHEET 3 FOR ADDITIONAL NOTES PERTAINING TO THE BOND (1080 BRICKELL), A CONDOMINIUM.
3. REFER TO SHEETS 4 THRU 6 FOR THE LEGAL DESCRIPTION OF THE BOND (1080 BRICKELL), A CONDOMINIUM.

LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES PROJECT PROPERTY LINE
- P.O.B. - INDICATES POINT OF BEGINNING
- P.O.C. - INDICATES POINT OF COMMENCEMENT
- N.G.V.D. - INDICATES NATIONAL GEODETIC VERTICAL DATUM (1929)



SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY



**LEITER, PEREZ & ASSOCIATES, INC.**  
**LAND DEVELOPMENT CONSULTANTS**  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0404_2013mod-legal.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVELS 4, 6, 8, 10, and 12	

**EXHIBIT "1"**

SHEET 10 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM

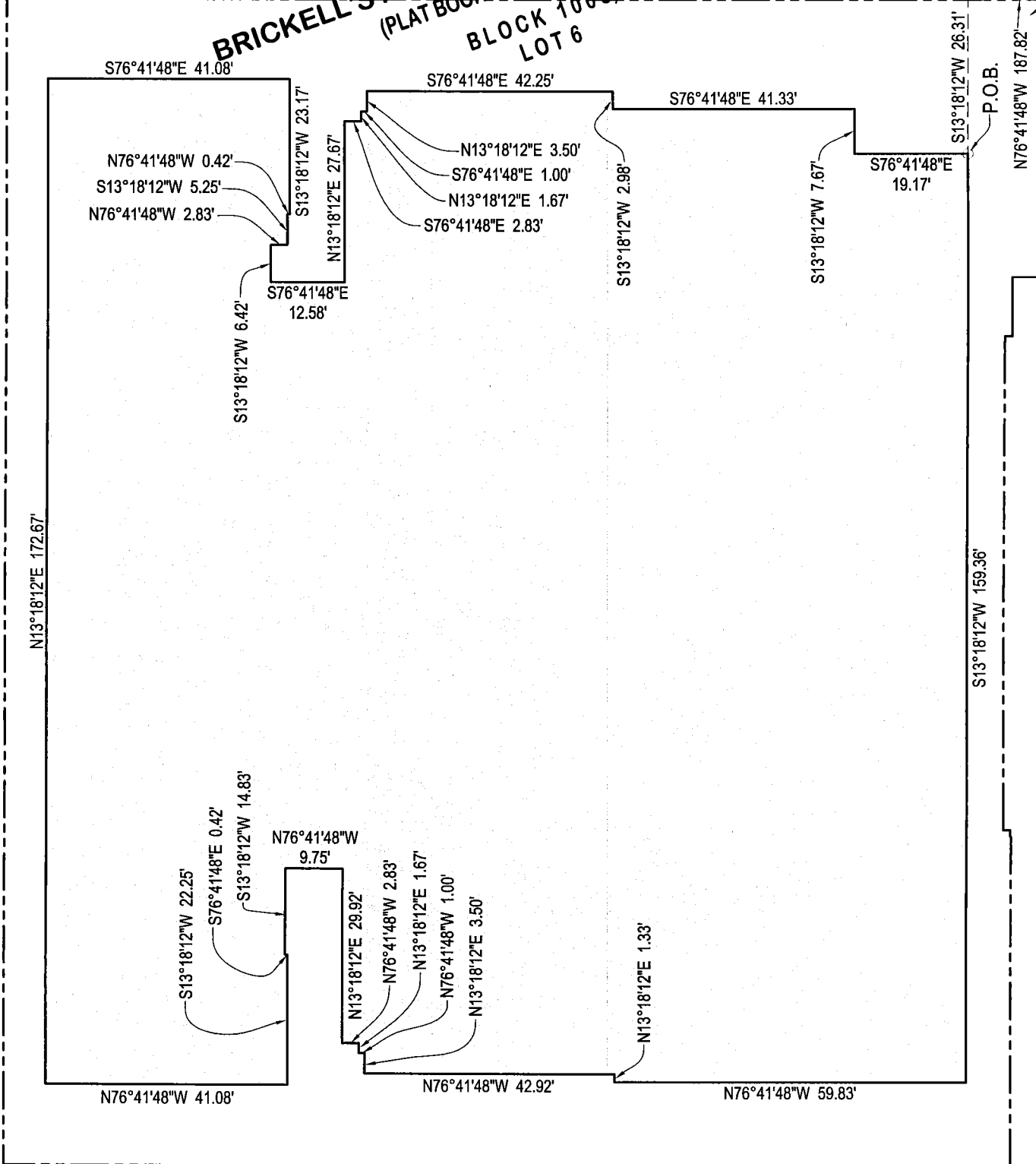
P.O.C.  
NE CORNER LOT 6

NORTH LINE LOT 6 N76°41'48"W

AMENDED MAP OF  
BRICKELL'S ADDITION TO THE MAP OF MIAMI  
(PLAT BOOK "B", PAGE 113, D.C.R.)  
BLOCK 100S  
LOT 6

BRICKELL AVENUE  
S13°20'58"W 200.00'

S.E. MIAMI AVENUE



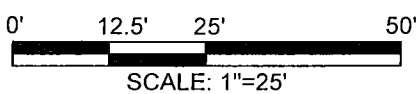
LOWER LIMIT ELEVATION: +133.00' N.G.V.D.  
UPPER LIMIT ELEVATION: +146.33' N.G.V.D.

NOTES:

1. THE BOND (1080 BRICKELL), A CONDOMINIUM IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT. ALL OTHER AREAS SHOWN ARE NOT IN THE BOND (1080 BRICKELL), A CONDOMINIUM ("NIC").
2. REFER TO SHEET 3 FOR ADDITIONAL NOTES PERTAINING TO THE BOND (1080 BRICKELL), A CONDOMINIUM.
3. REFER TO SHEETS 4 THRU 6 FOR THE LEGAL DESCRIPTION OF THE BOND (1080 BRICKELL), A CONDOMINIUM.

LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES PROJECT PROPERTY LINE
- P.O.B. - INDICATES POINT OF BEGINNING
- P.O.C. - INDICATES POINT OF COMMENCEMENT
- N.G.V.D. - INDICATES NATIONAL GEODETIC VERTICAL DATUM (1929)



SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

**LEITER, PEREZ & ASSOCIATES, INC.**  
LAND DEVELOPMENT CONSULTANTS  
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LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 165TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
MIAMI-DADE (305) 652-5133 BROWARD (954)524-2202 FAX: (305) 652-0411  
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0413_2012mod-legal.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 13 (AMENITY DECK)	

EXHIBIT "1"

SHEET 11 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM

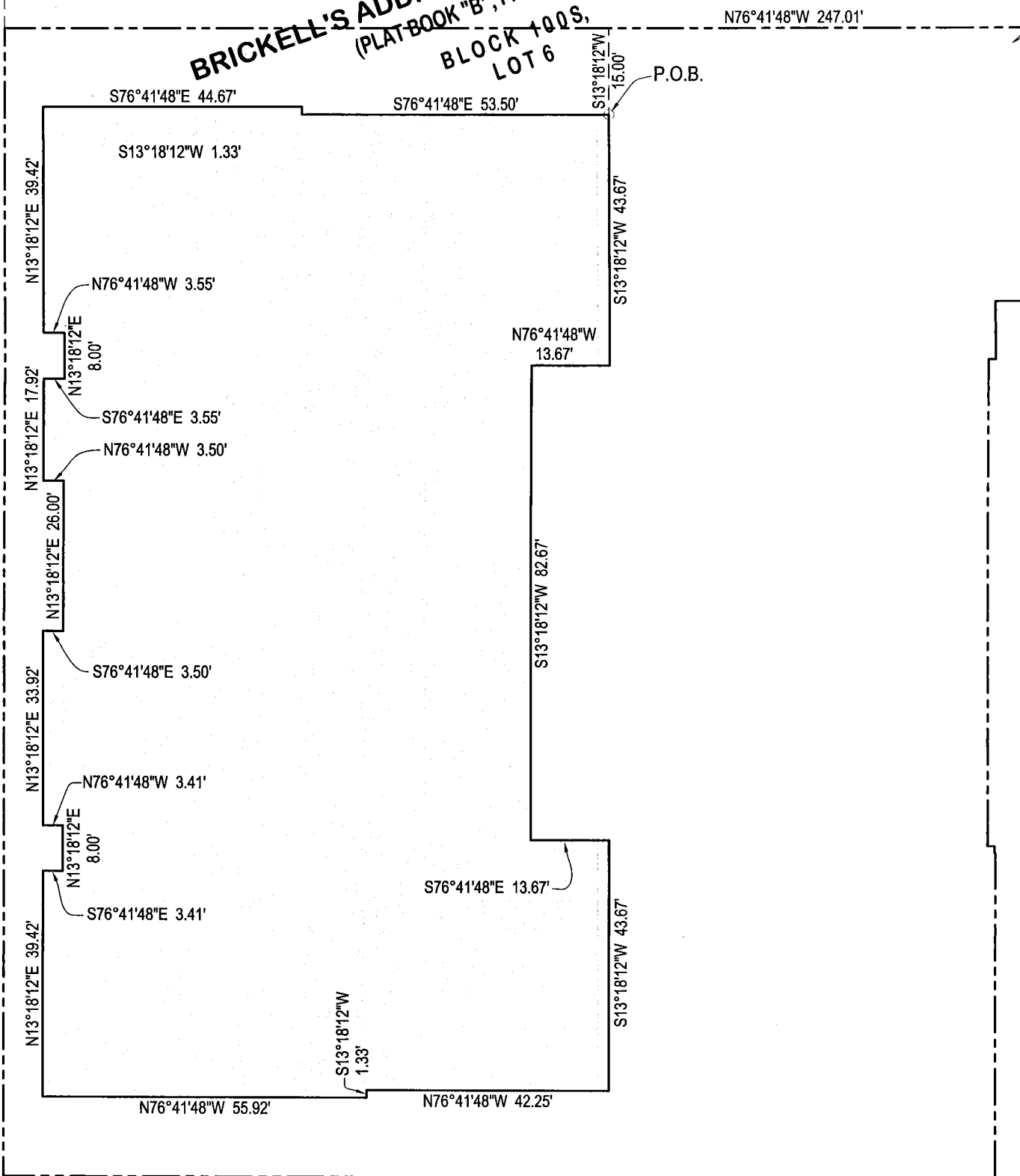
P.O.C.  
NE CORNER LOT 6

NORTH LINE LOT 6 N76°41'48"W

AMENDED MAP OF  
BRICKELL'S ADDITION TO THE MAP OF MIAMI  
(PLAT BOOK "B", PAGE 113, D.C.R.)  
BLOCK 100S,  
LOT 6

BRICKELL AVENUE  
S13°20'58"W 200.00'  
EAST LINE LOT 6

S.E. MIAMI AVENUE



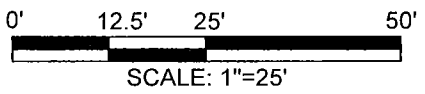
LOWER LIMIT ELEVATION: +147.00' N.G.V.D.  
UPPER LIMIT ELEVATION: +156.33' N.G.V.D.

NOTES:

1. THE BOND (1080 BRICKELL), A CONDOMINIUM IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT. ALL OTHER AREAS SHOWN ARE NOT IN THE BOND (1080 BRICKELL), A CONDOMINIUM ("NIC").
2. REFER TO SHEET 3 FOR ADDITIONAL NOTES PERTAINING TO THE BOND (1080 BRICKELL), A CONDOMINIUM.
3. REFER TO SHEETS 4 THRU 6 FOR THE LEGAL DESCRIPTION OF THE BOND (1080 BRICKELL), A CONDOMINIUM.

LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES PROJECT PROPERTY LINE
- P.O.B. - INDICATES POINT OF BEGINNING
- P.O.C. - INDICATES POINT OF COMMENCEMENT
- N.G.V.D. - INDICATES NATIONAL GEODETIC VERTICAL DATUM (1929)



SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

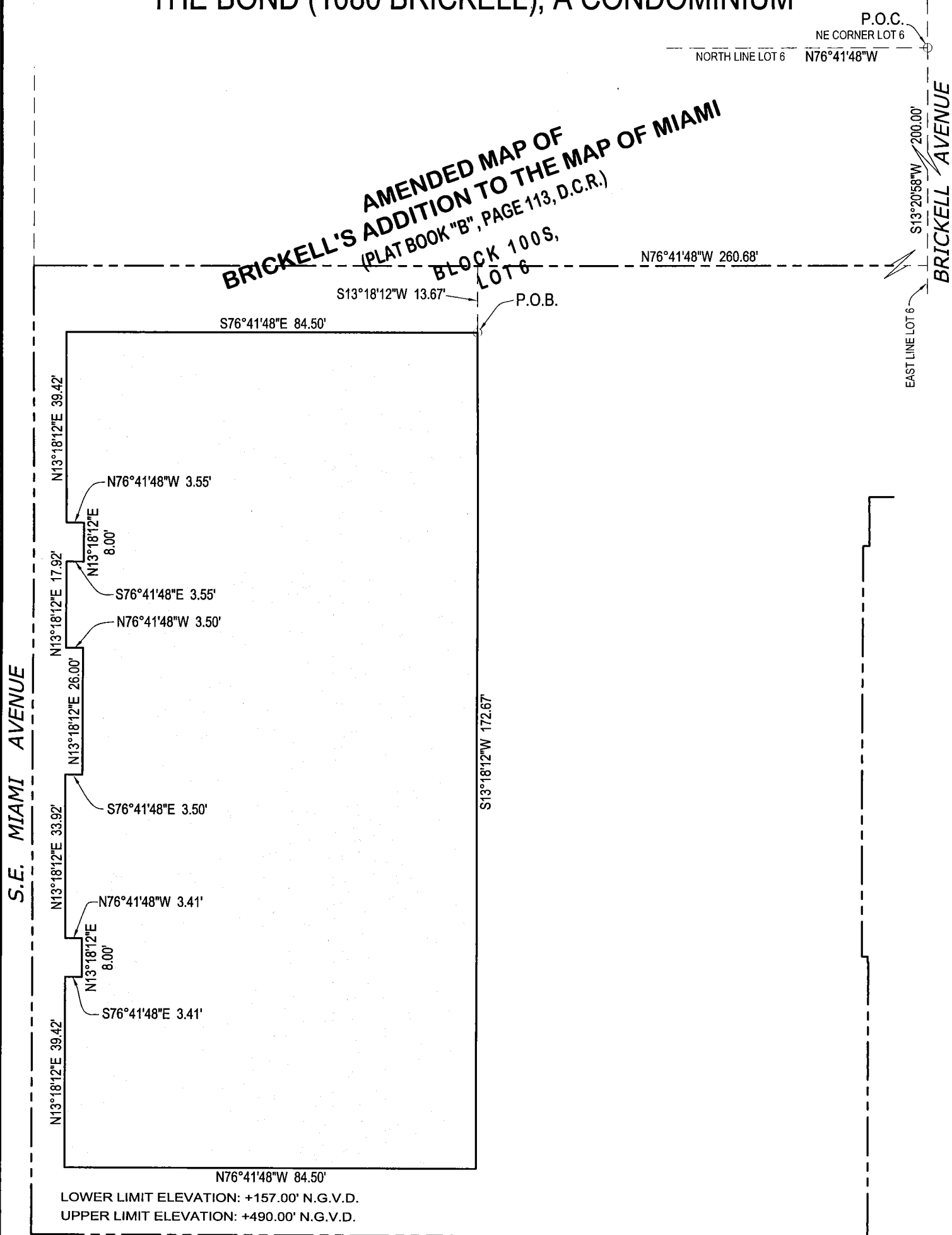
**LEITER, PEREZ & ASSOCIATES, INC.**  
LAND DEVELOPMENT CONSULTANTS  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 165TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0414_2013mod-legal.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 14	

EXHIBIT "1"

SHEET 12 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM

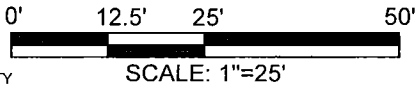


NOTES:

1. THE BOND (1080 BRICKELL), A CONDOMINIUM IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT. ALL OTHER AREAS SHOWN ARE NOT IN THE BOND (1080 BRICKELL), A CONDOMINIUM ("NIC").
2. REFER TO SHEET 3 FOR ADDITIONAL NOTES PERTAINING TO THE BOND (1080 BRICKELL), A CONDOMINIUM.
3. REFER TO SHEETS 4 THRU 6 FOR THE LEGAL DESCRIPTION OF THE BOND (1080 BRICKELL), A CONDOMINIUM.

LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES PROJECT PROPERTY LINE
- P.O.B. - INDICATES POINT OF BEGINNING
- P.O.C. - INDICATES POINT OF COMMENCEMENT
- N.G.V.D. - INDICATES NATIONAL GEODETIC VERTICAL DATUM (1929)
- LL - INDICATES LOWER LIMIT ELEVATION
- UL - INDICATES UPPER LIMIT ELEVATION



SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY



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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

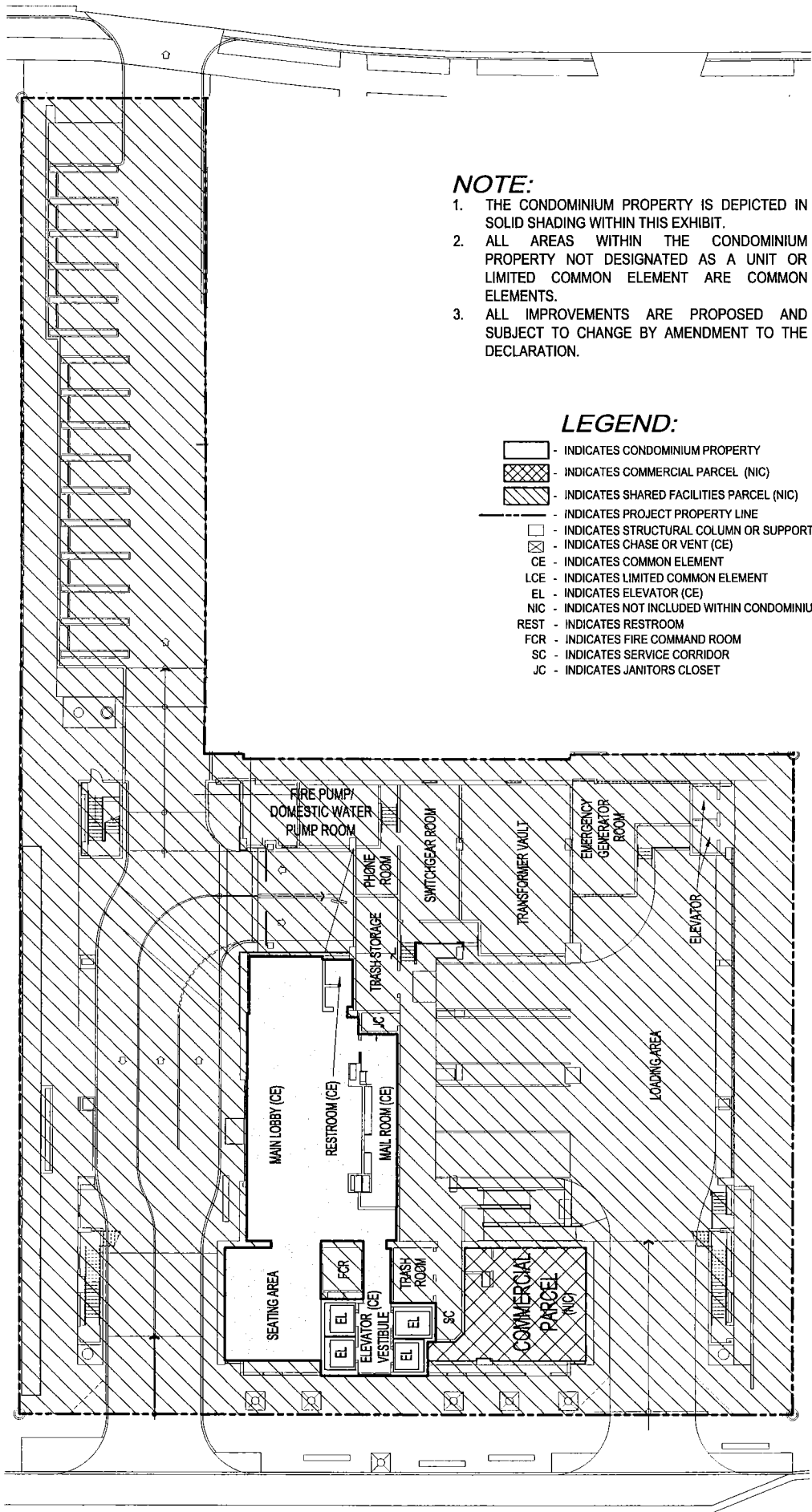
DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0415_2013mod-legal.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVELS 15 thru 44 AND ROOF	

EXHIBIT "1"

SHEET 13 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM

BRICKELL AVENUE



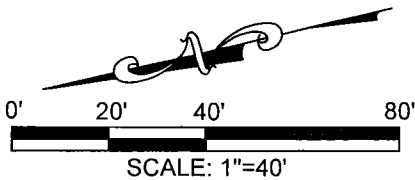
## NOTE:

1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

## LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES COMMERCIAL PARCEL (NIC)
- INDICATES SHARED FACILITIES PARCEL (NIC)
- INDICATES PROJECT PROPERTY LINE
- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR (CE)
- NIC - INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
- REST - INDICATES RESTROOM
- FCR - INDICATES FIRE COMMAND ROOM
- SC - INDICATES SERVICE CORRIDOR
- JC - INDICATES JANITORS CLOSET

S.E. MIAMI AVENUE



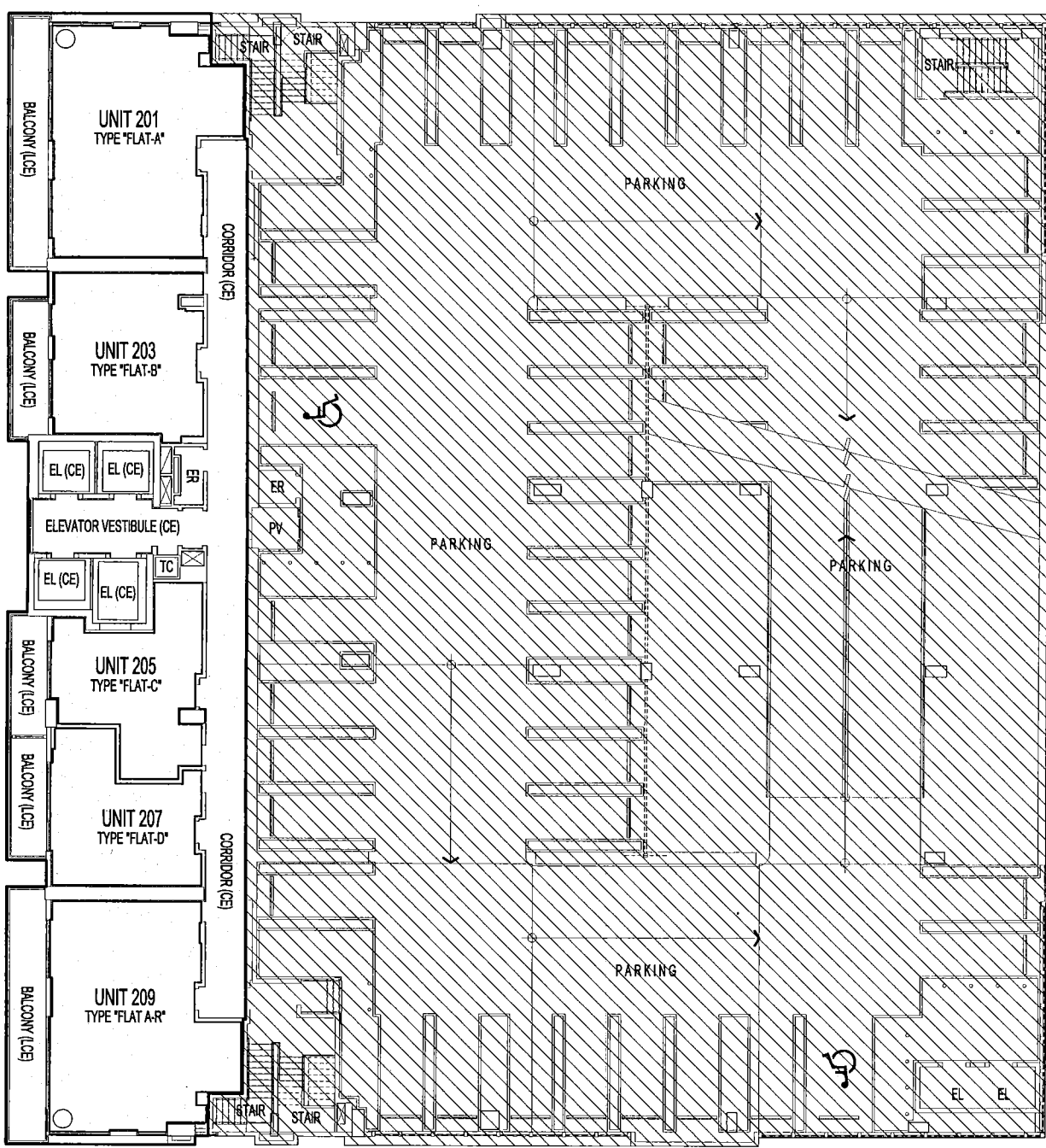
**LEITER, PEREZ & ASSOCIATES, INC.**  
LAND DEVELOPMENT CONSULTANTS  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 165TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411  
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO: L-1900	FILE NAME: AFP_L01mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
GROUND FLOOR PLAN	

EXHIBIT "1"

SHEET 14 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM

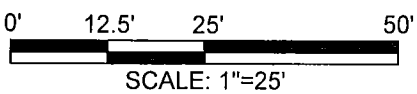


UPPER LIMIT ELEVATION: +36.33  
LOWER LIMIT ELEVATION: +27.00

- NOTE:**
- 1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
  - 2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS.
  - 3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

**LEGEND:**

- [Solid Black] - INDICATES CONDOMINIUM PROPERTY
- [Diagonal Lines] - INDICATES SHARED FACILITIES PARCEL (NIC)
- [Square with 'X'] - INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- [Square with 'X'] - INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- NIC - INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
- ER - INDICATES ELECTRICAL ROOM
- PV - INDICATES PARKING VESTIBULE
- TC - INDICATES TRASH CHUTE (CE)



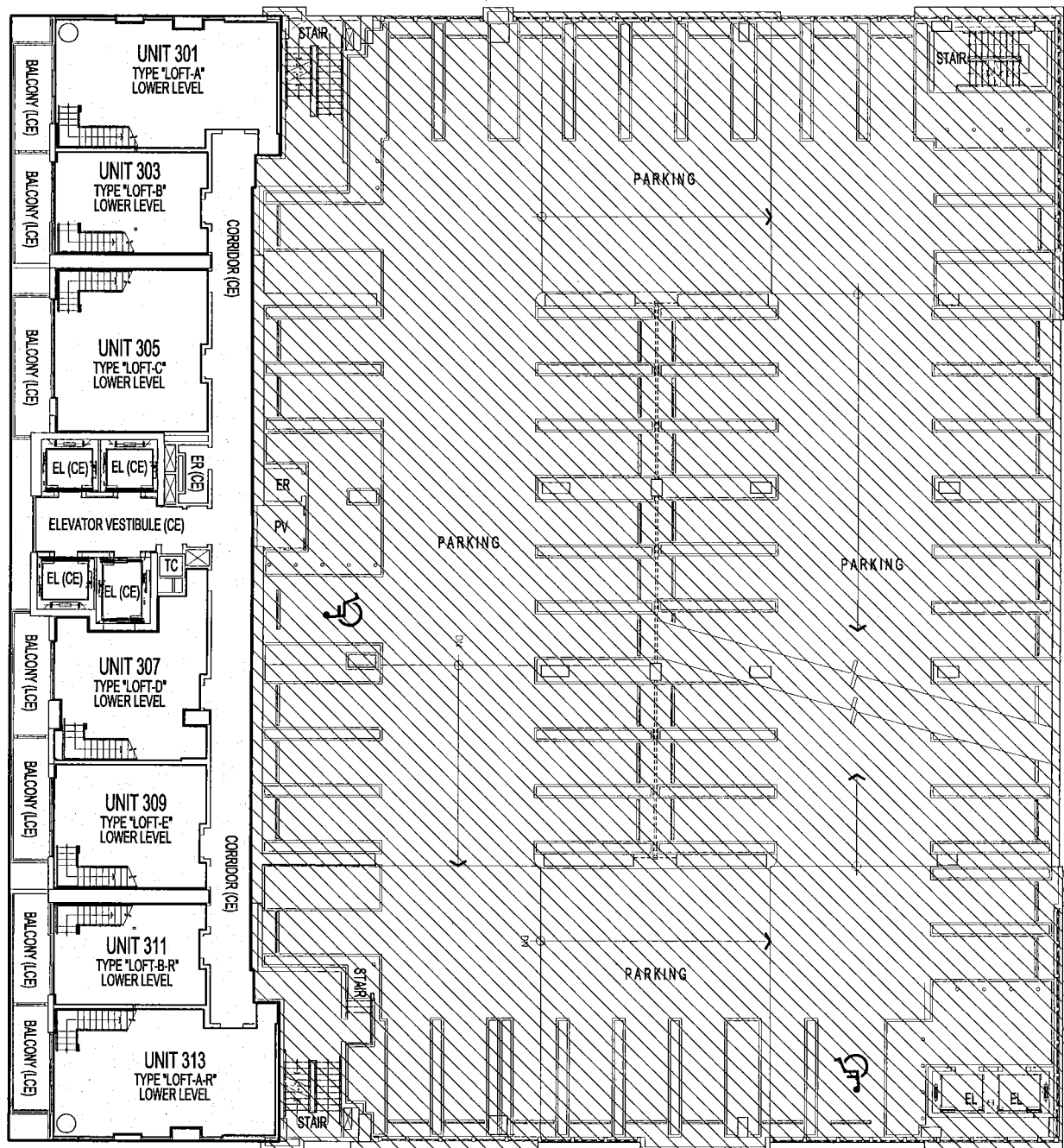


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LAND PLANNERS - ENVIRONMENTAL  
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MIAMI-DADE (305) 652-5133 BROWARD (954)524-2202 FAX: (305) 652-0411  
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_102mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 2	

**EXHIBIT "1"**  
SHEET 15 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +46.33  
LOWER LIMIT ELEVATION: +37.00

## NOTE:

1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

## LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES SHARED FACILITIES PARCEL (NIC)
- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- NIC - INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
- ER - INDICATES ELECTRICAL ROOM
- PV - INDICATES PARKING VESTIBULE
- TC - INDICATES TRASH CHUTE (CE)

0' 12.5' 25' 50'  
SCALE: 1"=25'



LEITER, PEREZ & ASSOCIATES, INC.  
LAND DEVELOPMENT CONSULTANTS

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LAND PLANNERS - ENVIRONMENTAL

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MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411

E-Mail: office@leiterperez.com

WEBSITE: www.leiterperez.com

LICENSED BUSINESS No. 6787

DATE: 8-6-2013

JOB ORDER: 13-111

FILE NO.: L-1900

FILE NAME: AFP\_L03mod.dwg

REVISION:

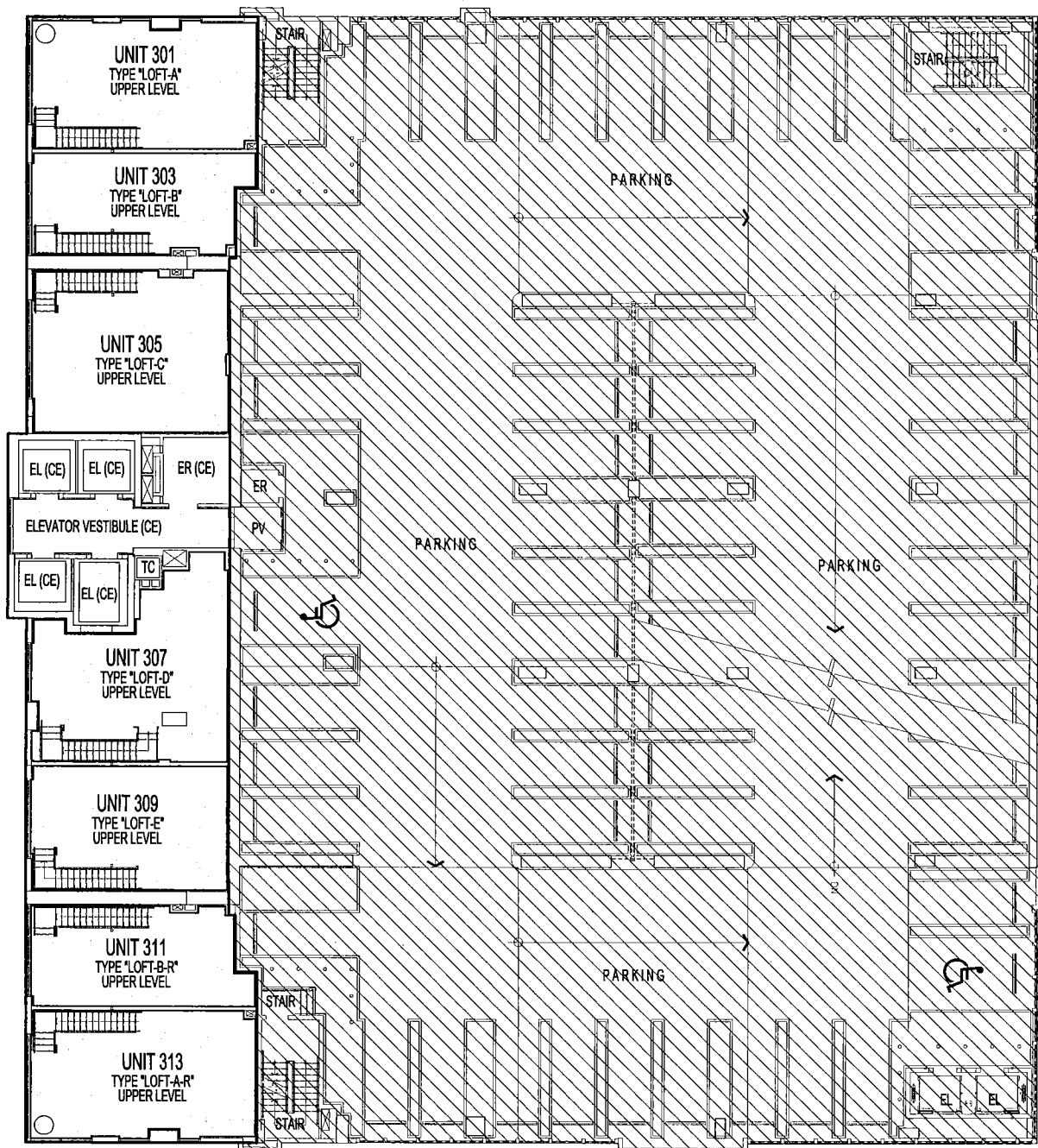
THE BOND (1080 BRICKELL), A CONDOMINIUM

LEVEL 3

EXHIBIT "1"

SHEET 16 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +56.33  
LOWER LIMIT ELEVATION: +47.00



0' 12.5' 25' 50'  
SCALE: 1"=25'

### NOTE:

1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

### LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES SHARED FACILITIES PARCEL (NIC)
- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- NIC - INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
- ER - INDICATES ELECTRICAL ROOM
- PV - INDICATES PARKING VESTIBULE
- TC - INDICATES TRASH CHUTE (CE)



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MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411  
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013

JOB ORDER: 13-111

FILE NO.: L-1900

FILE NAME: AFP\_L04mod.dwg

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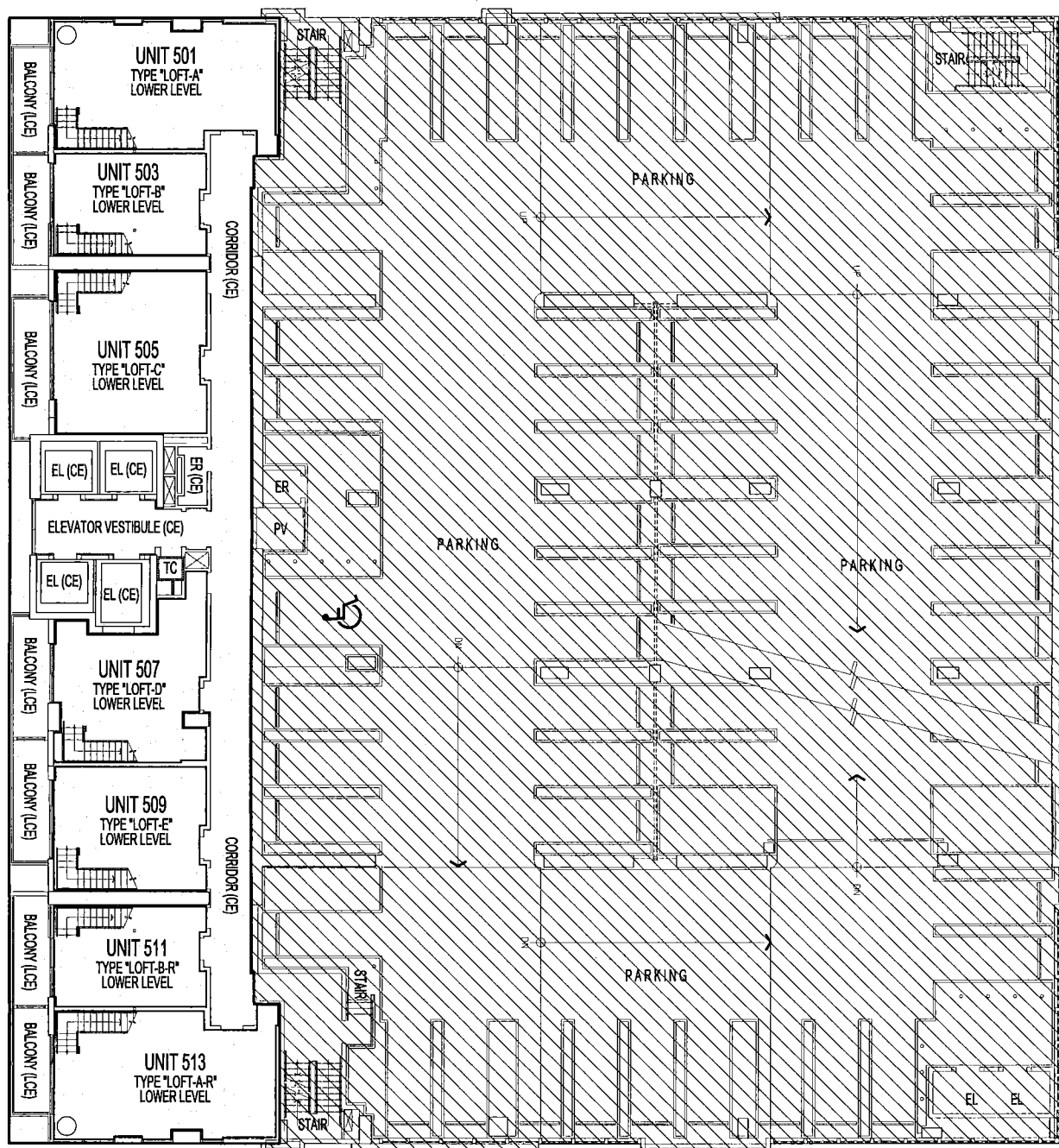
THE BOND (1080 BRICKELL), A CONDOMINIUM

LEVEL 4

EXHIBIT "1"

SHEET 17 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +66.33  
LOWER LIMIT ELEVATION: +57.00

## NOTE:

1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

## LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES SHARED FACILITIES PARCEL (NIC)
- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- NIC - INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
- ER - INDICATES ELECTRICAL ROOM
- PV - INDICATES PARKING VESTIBULE
- TC - INDICATES TRASH CHUTE (CE)

0' 12.5' 25' 50'  
SCALE: 1"=25'



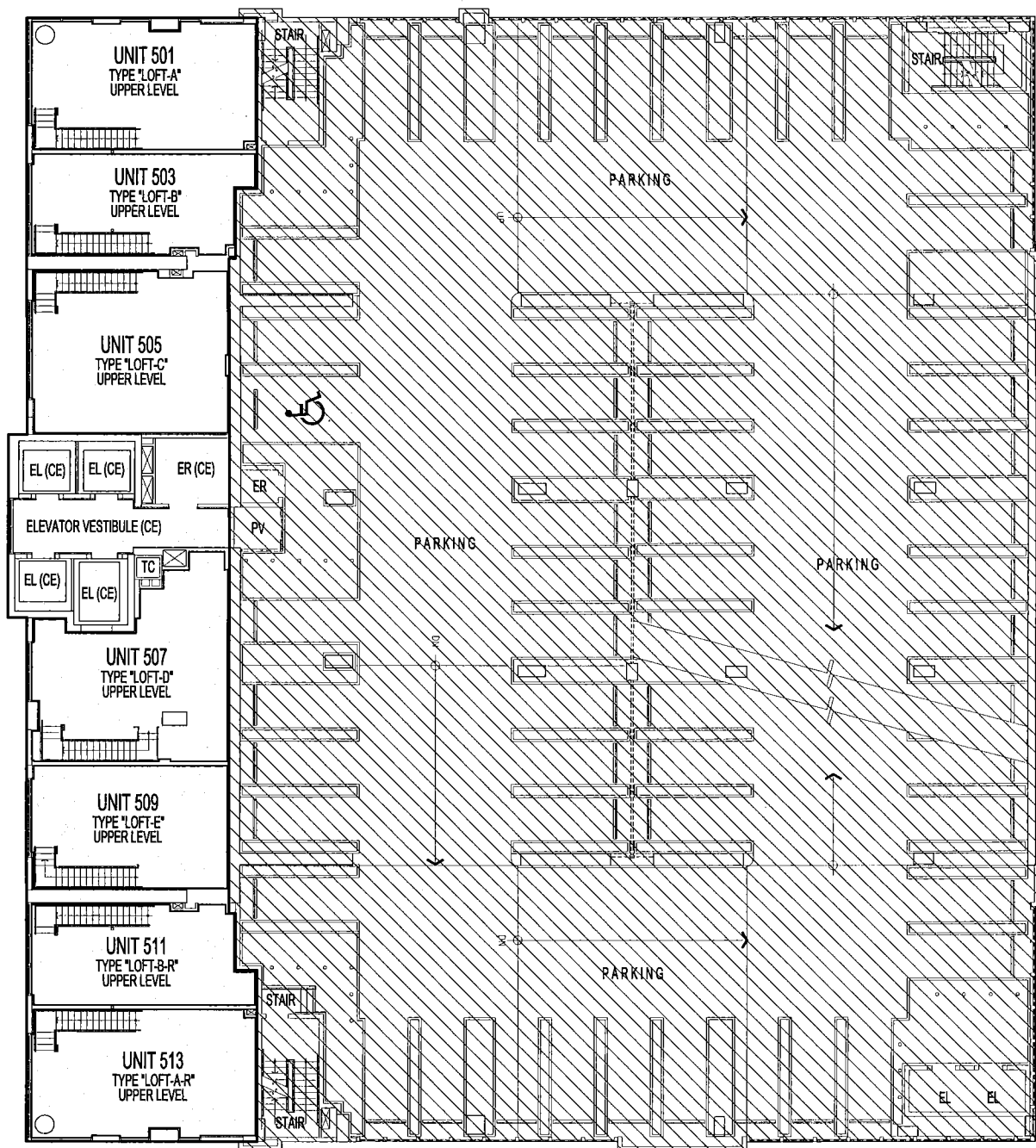
**LEITER, PEREZ & ASSOCIATES, INC.**  
**LAND DEVELOPMENT CONSULTANTS**  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 165TH ST., SUITE 209, MIAMI, FLORIDA 33169  
MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411  
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L05mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 5	

EXHIBIT "1"

SHEET 18 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +76.33  
LOWER LIMIT ELEVATION: +67.00



0' 12.5' 25' 50'  
SCALE: 1"=25'

## NOTE:

1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

## LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES SHARED FACILITIES PARCEL (NIC)
- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- NIC - INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
- ER - INDICATES ELECTRICAL ROOM
- PV - INDICATES PARKING VESTIBULE
- TC - INDICATES TRASH CHUTE (CE)



**LEITER, PEREZ & ASSOCIATES, INC.**  
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CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
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MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411  
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013

JOB ORDER: 13-111

FILE NO.: L-1900

FILE NAME: AFP\_L06mod.dwg

REVISION:

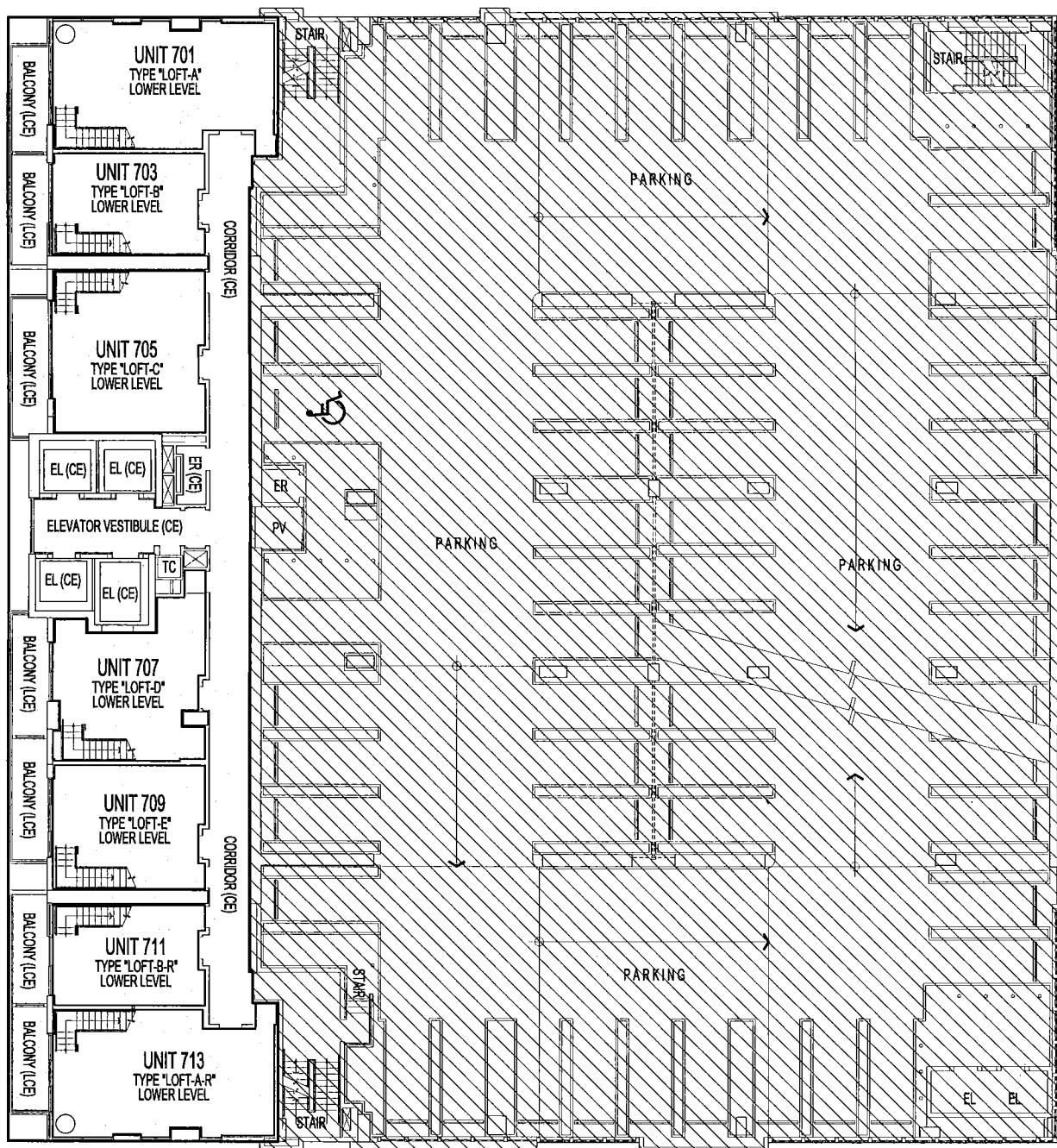
THE BOND (1080 BRICKELL), A CONDOMINIUM

LEVEL 6

EXHIBIT "1"

SHEET 19 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +86.33  
LOWER LIMIT ELEVATION: +77.00

## NOTE:

1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

## LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES SHARED FACILITIES PARCEL (NIC)
- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- INDICATES COMMON ELEMENT
- INDICATES LIMITED COMMON ELEMENT
- INDICATES ELEVATOR
- INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
- INDICATES ELECTRICAL ROOM
- INDICATES PARKING VESTIBULE
- INDICATES TRASH CHUTE (CE)

0' 12.5' 25'  
SCALE: 1"=25'



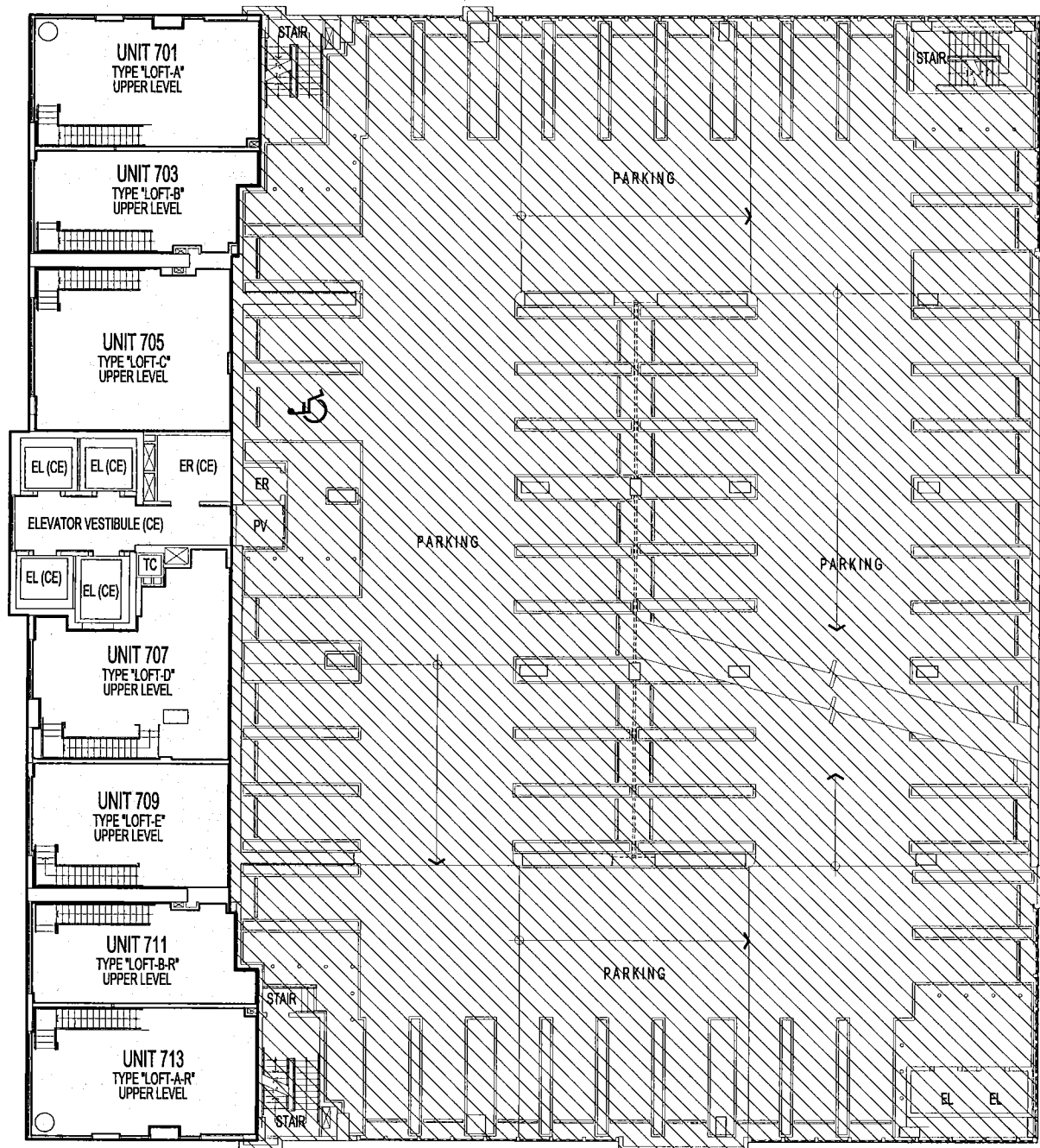
**LEITER, PEREZ & ASSOCIATES, INC.**  
**LAND DEVELOPMENT CONSULTANTS**  
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LAND PLANNERS - ENVIRONMENTAL  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L07mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 7	

EXHIBIT "1"

SHEET 20 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +96.33  
LOWER LIMIT ELEVATION: +87.00



- NOTE:**
1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
  2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
  3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

**LEGEND:**

- INDICATES CONDOMINIUM PROPERTY
- INDICATES SHARED FACILITIES PARCEL (NIC)
- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- NIC - INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
- ER - INDICATES ELECTRICAL ROOM
- PV - INDICATES PARKING VESTIBULE
- TC - INDICATES TRASH CHUTE (CE)

0' 12.5' 25' 50'  
SCALE: 1"=25'



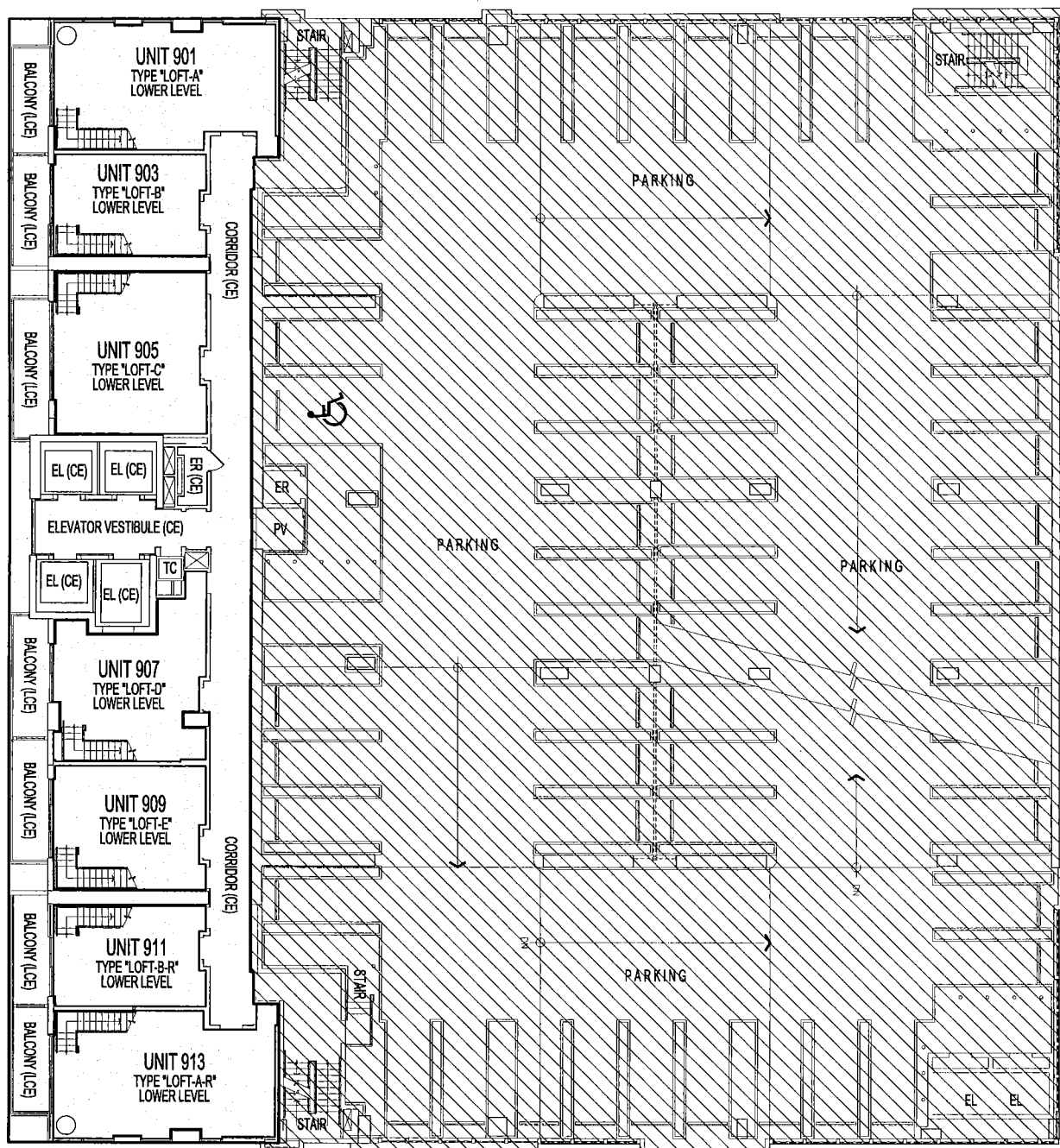
**LEITER, PEREZ & ASSOCIATES, INC.**  
**LAND DEVELOPMENT CONSULTANTS**  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 165TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411  
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L08mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 8	

**EXHIBIT "1"**

SHEET 21 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +106.33  
LOWER LIMIT ELEVATION: +97.00

## NOTE:

1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

## LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES SHARED FACILITIES PARCEL (NIC)
- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- NIC - INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
- ER - INDICATES ELECTRICAL ROOM
- PV - INDICATES PARKING VESTIBULE
- TC - INDICATES TRASH CHUTE (CE)

0' 12.5' 25' 50'  
SCALE: 1"=25'



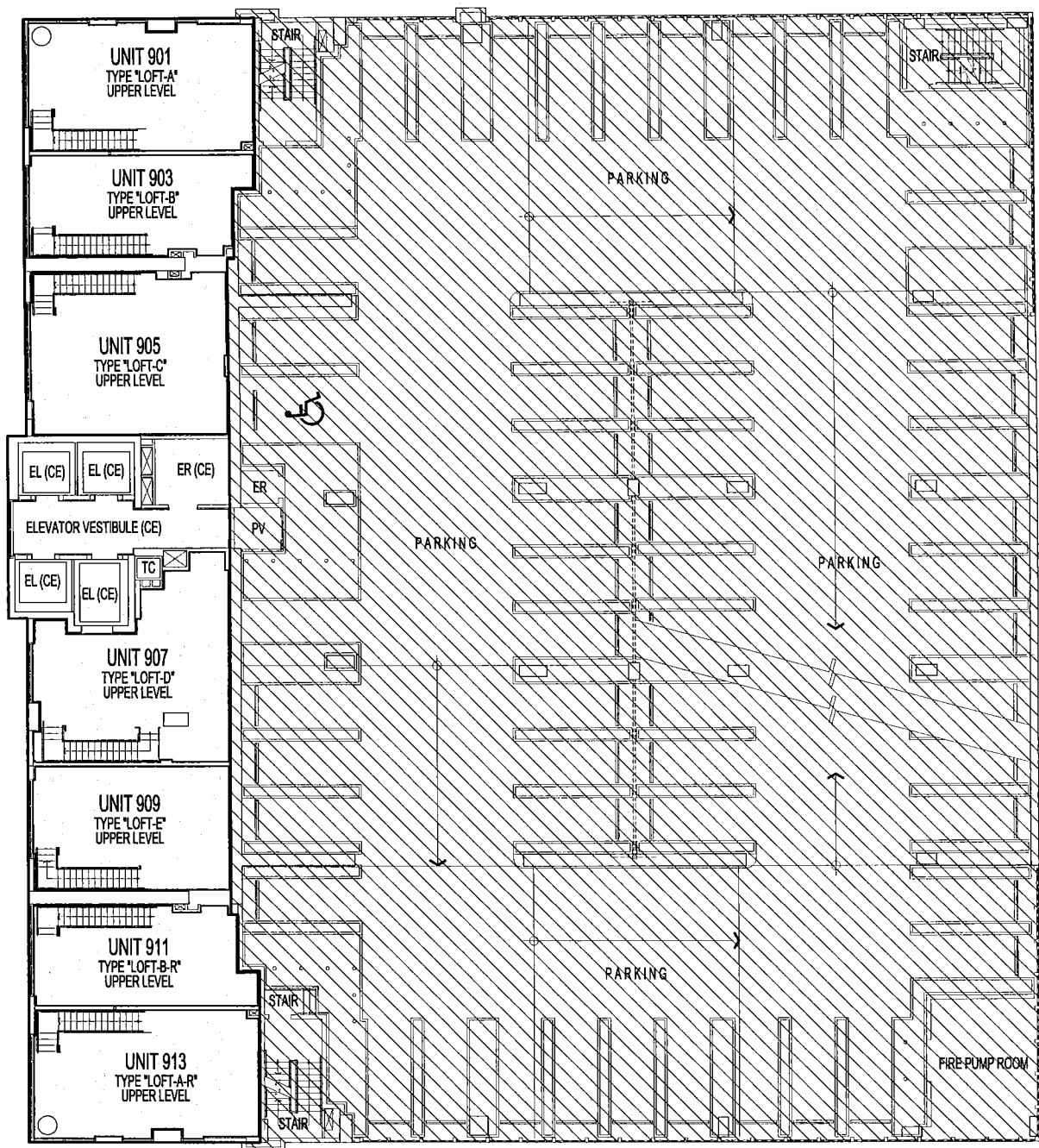
**LEITER, PEREZ & ASSOCIATES, INC.**  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L09mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 9	

EXHIBIT "1"

SHEET 22 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +116.33  
LOWER LIMIT ELEVATION: +107.00



## NOTE:

1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

## LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES SHARED FACILITIES PARCEL (NIC)
- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- NIC - INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
- ER - INDICATES ELECTRICAL ROOM
- PV - INDICATES PARKING VESTIBULE
- TC - INDICATES TRASH CHUTE (CE)

0' 12.5' 25' 50'  
SCALE: 1"=25'



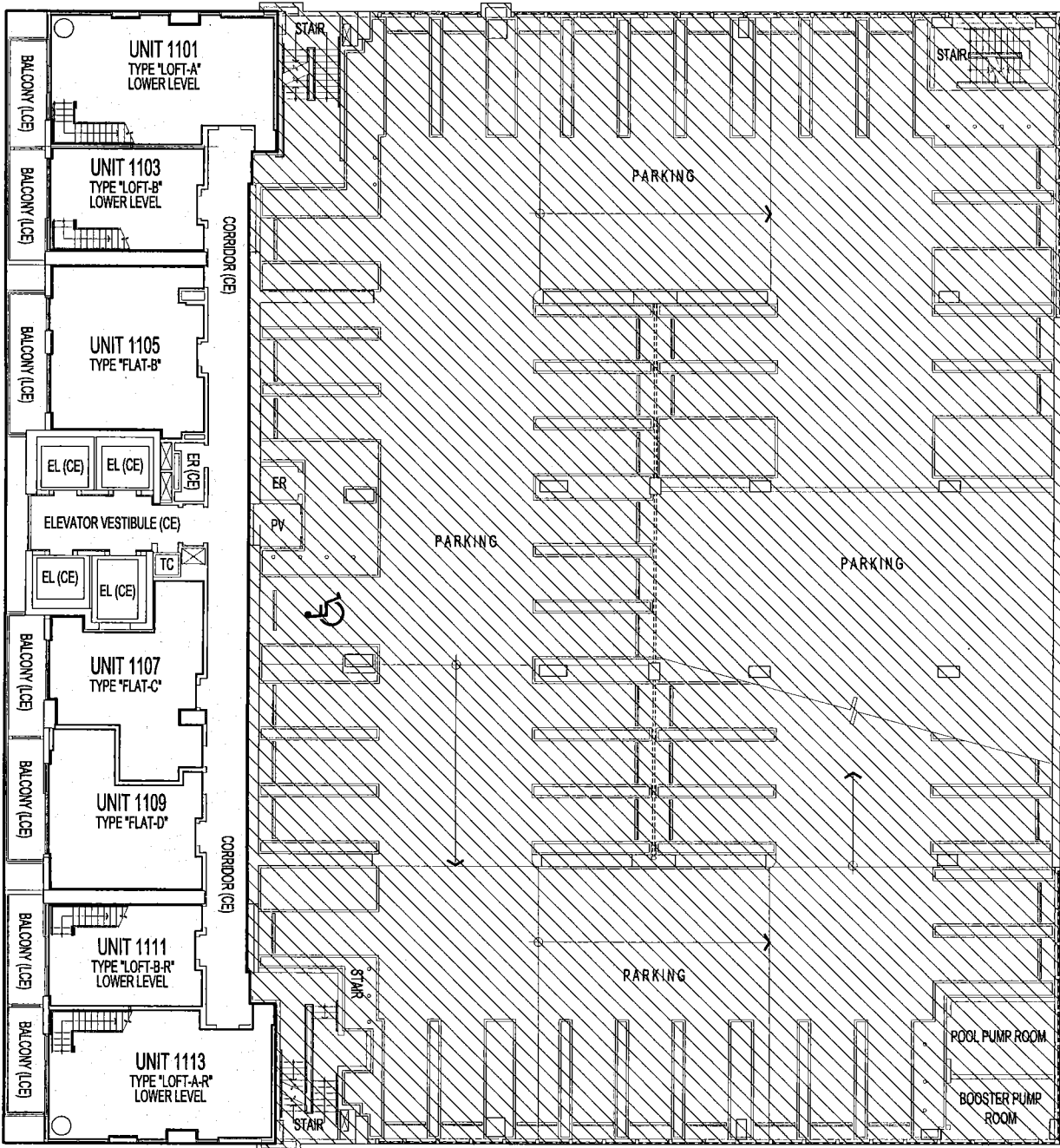
**LEITER, PEREZ & ASSOCIATES, INC.**  
**LAND DEVELOPMENT CONSULTANTS**  
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LAND PLANNERS - ENVIRONMENTAL  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L10mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 10	

EXHIBIT "1"

SHEET 23 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +126.33  
LOWER LIMIT ELEVATION: +117.00

**NOTE:**

1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

**LEGEND:**

- INDICATES CONDOMINIUM PROPERTY
- INDICATES SHARED FACILITIES PARCEL (NIC)
- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- NIC - INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
- ER - INDICATES ELECTRICAL ROOM
- PV - INDICATES PARKING VESTIBULE
- TC - INDICATES TRASH CHUTE (CE)

0' 12.5' 25' 50'  
SCALE: 1"=25'



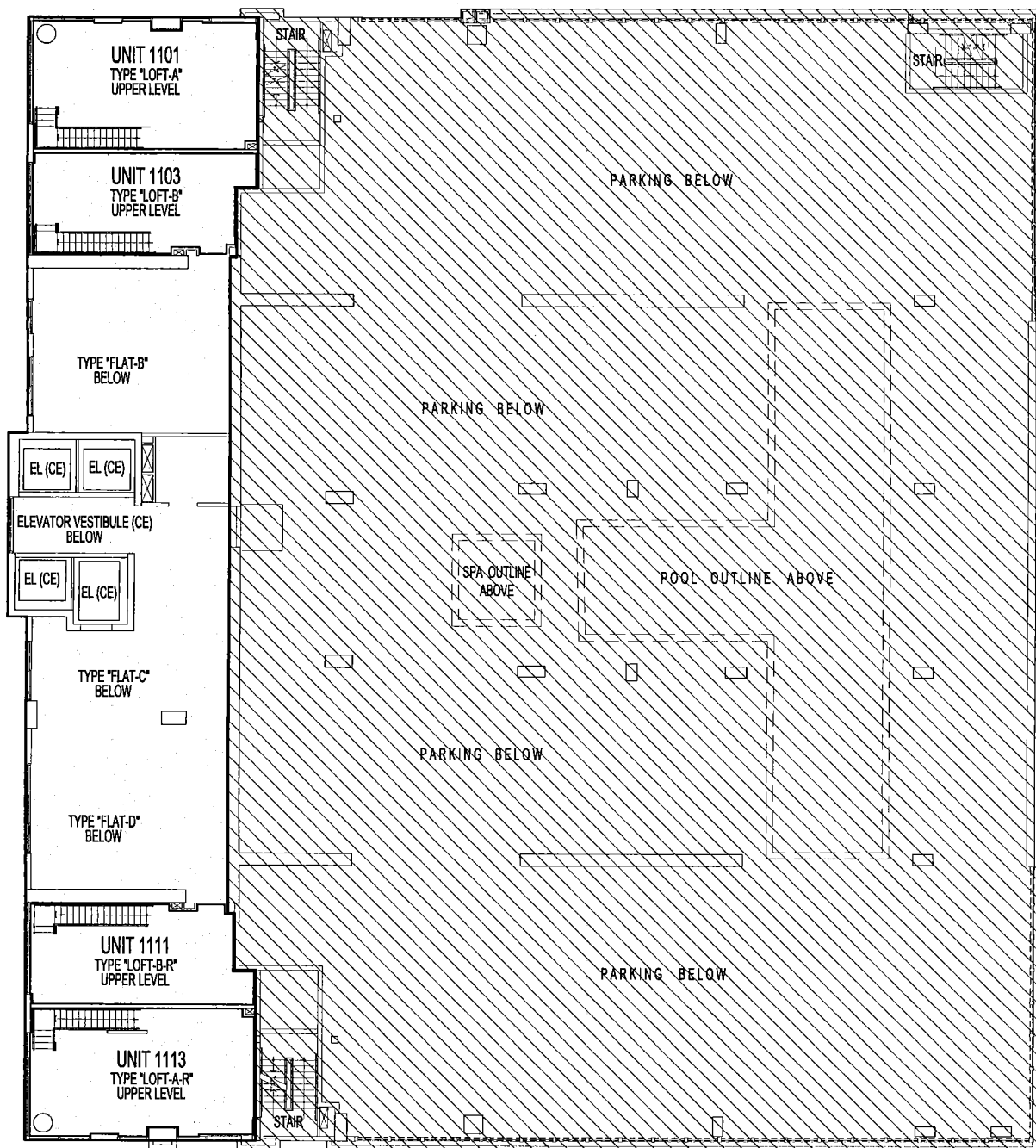
**LEITER, PEREZ & ASSOCIATES, INC.**  
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CIVIL ENGINEERS - LAND SURVEYORS  
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DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L11mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 11	

**EXHIBIT "1"**

SHEET 24 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +146.33  
LOWER LIMIT ELEVATION: +127.00

## NOTE:

1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

## LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES SHARED FACILITIES PARCEL (NIC)
- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- NIC - INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
- ER - INDICATES ELECTRICAL ROOM
- PV - INDICATES PARKING VESTIBULE
- TC - INDICATES TRASH CHUTE (CE)

0' 12.5' 25' 50'  
SCALE: 1"=25'



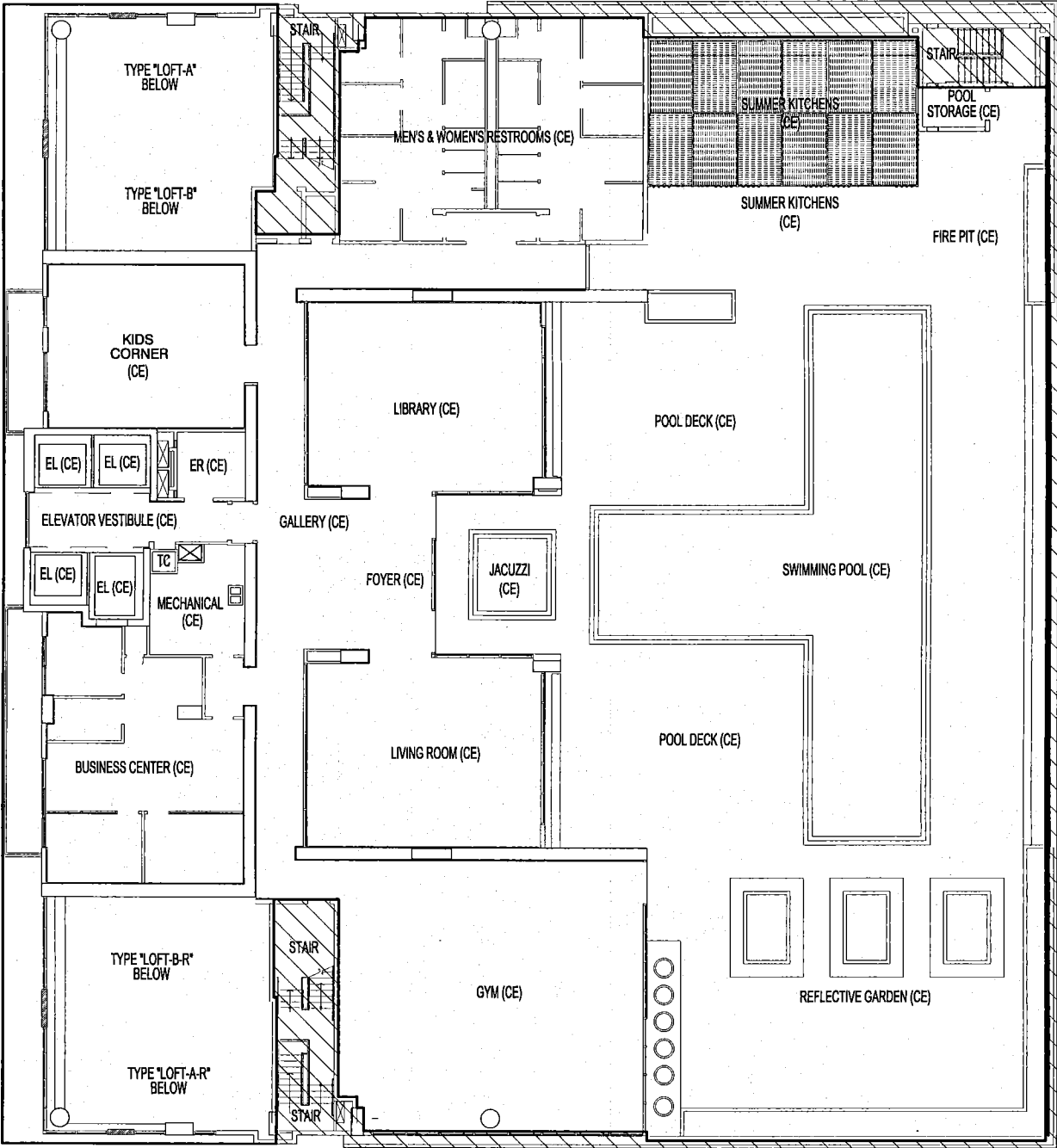
**LEITER, PEREZ & ASSOCIATES, INC.**  
**LAND DEVELOPMENT CONSULTANTS**  
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LAND PLANNERS - ENVIRONMENTAL  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L12mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 12	

EXHIBIT "1"

SHEET 25 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +146.33  
LOWER LIMIT ELEVATION: +137.00

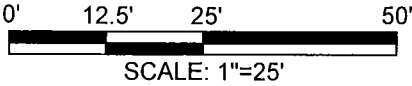


NOTE:

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2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

LEGEND:

- INDICATES CONDOMINIUM PROPERTY
- INDICATES SHARED FACILITIES PARCEL (NIC)
- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- NIC - INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)



SCALE: 1"=25'



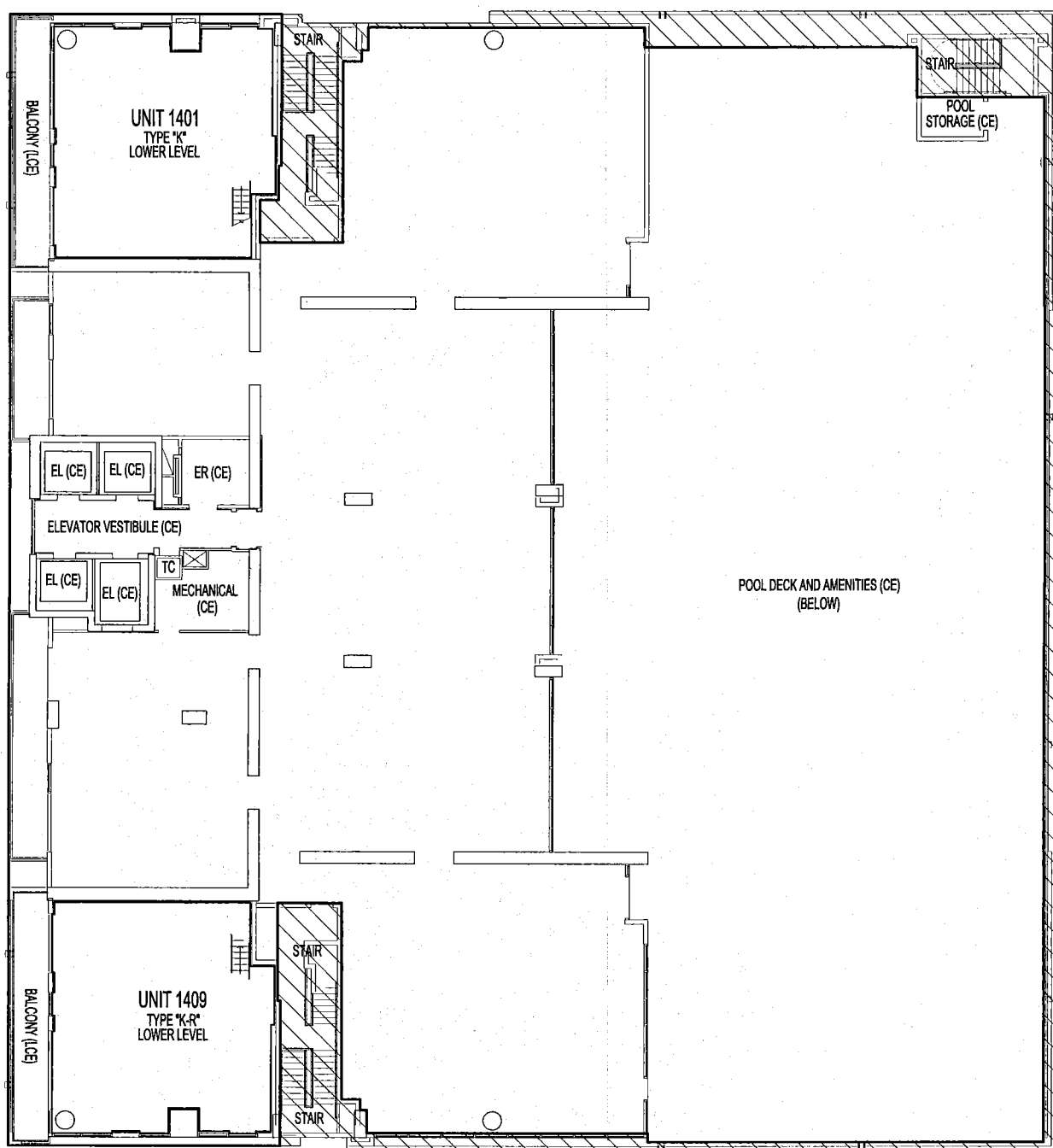
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DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L13mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 13 (AMENITY DECK)	

EXHIBIT "1"

SHEET 26 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM

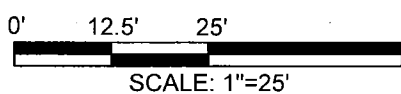


UPPER LIMIT ELEVATION: +146.33  
LOWER LIMIT ELEVATION: +133.00



- NOTE:**
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  2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
  3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

- LEGEND:**
- INDICATES CONDOMINIUM PROPERTY
  - INDICATES SHARED FACILITIES PARCEL (NIC)
  - INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
  - INDICATES CHASE OR VENT (CE)
  - CE - INDICATES COMMON ELEMENT
  - LCE - INDICATES LIMITED COMMON ELEMENT
  - EL - INDICATES ELEVATOR
  - NIC - INDICATES NOT INCLUDED WITHIN CONDOMINIUM PROPERTY
  - ER - INDICATES ELECTRICAL ROOM
  - TC - INDICATES TRASH CHUTE (CE)



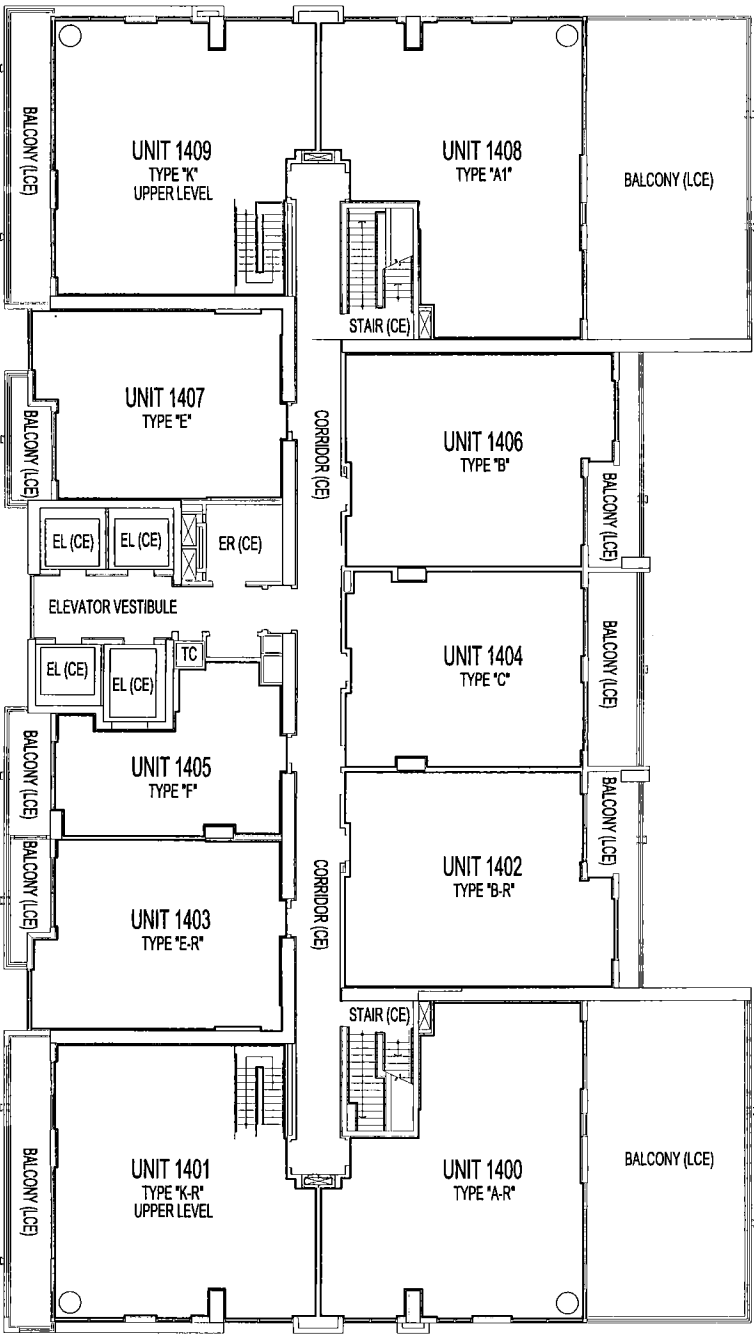


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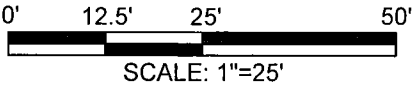
DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_13.5mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 13.5 (UNIT K & K-R)	

**EXHIBIT "1"**  
SHEET 26A OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +156.33  
LOWER LIMIT ELEVATION: +147.00



SCALE: 1"=25'

NOTE:

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2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

LEGEND:

- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)



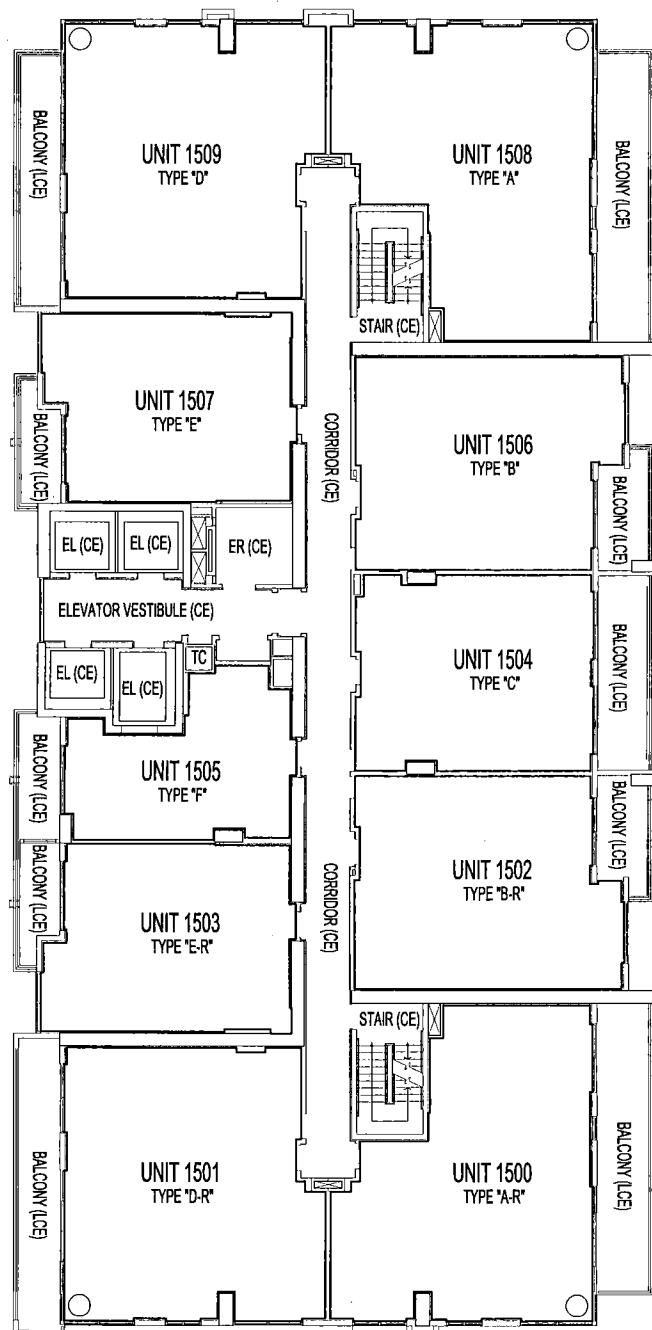
LEITER, PEREZ & ASSOCIATES, INC.  
LAND DEVELOPMENT CONSULTANTS  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 165TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
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DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO: L-1900	FILE NAME: AFP_L14mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 14	

EXHIBIT "1"

SHEET 27 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +166.33  
LOWER LIMIT ELEVATION: +157.00

NOTE:

1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

LEGEND:

- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)



0' 12.5' 25' 50'  
SCALE: 1"=25'



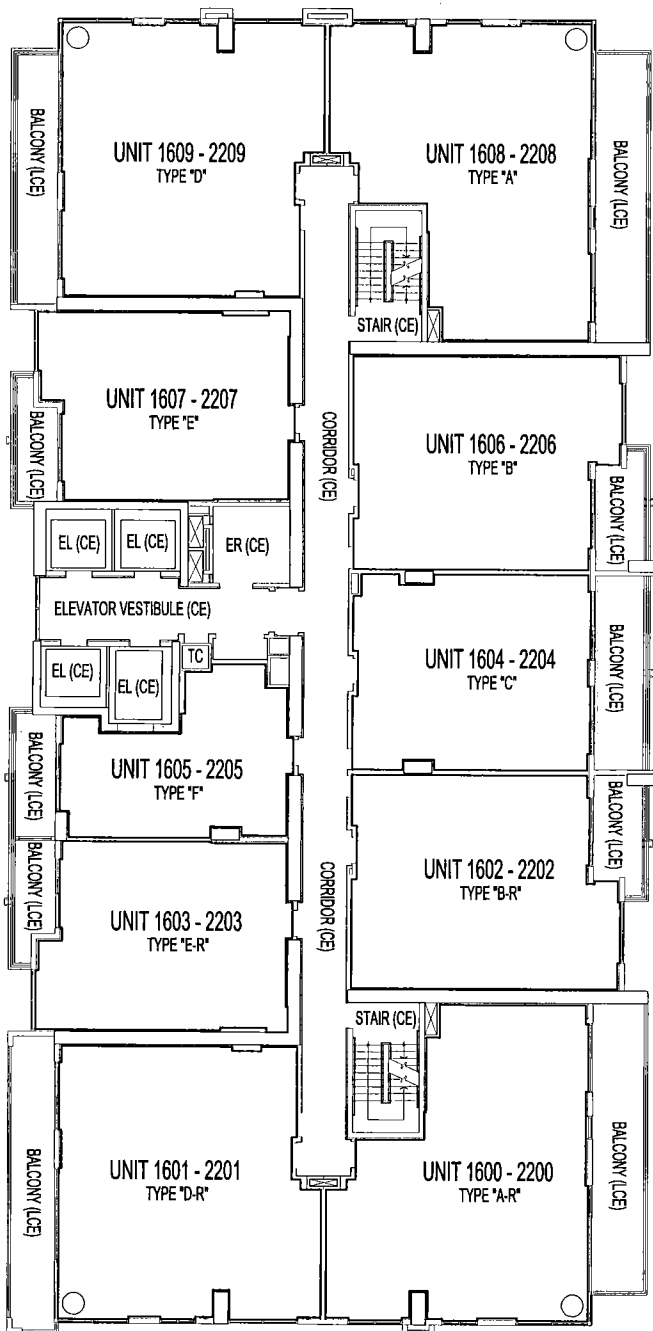
LEITER, PEREZ & ASSOCIATES, INC.  
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DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L15mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 15	

EXHIBIT "1"

SHEET 28 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM



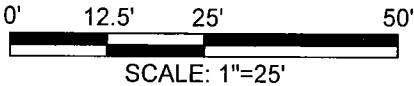
- LEVEL 16  
UPPER LIMIT ELEVATION: +176.33  
LOWER LIMIT ELEVATION: +167.00
- LEVEL 17  
UPPER LIMIT ELEVATION: +186.33  
LOWER LIMIT ELEVATION: +177.00
- LEVEL 18  
UPPER LIMIT ELEVATION: +196.33  
LOWER LIMIT ELEVATION: +187.00
- LEVEL 19  
UPPER LIMIT ELEVATION: +206.33  
LOWER LIMIT ELEVATION: +197.00
- LEVEL 20  
UPPER LIMIT ELEVATION: +216.33  
LOWER LIMIT ELEVATION: +207.00
- LEVEL 21  
UPPER LIMIT ELEVATION: +226.33  
LOWER LIMIT ELEVATION: +217.00
- LEVEL 22  
UPPER LIMIT ELEVATION: +236.33  
LOWER LIMIT ELEVATION: +227.00

NOTE:

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2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

LEGEND:

- - INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- ⊠ - INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)



LEITER, PEREZ & ASSOCIATES, INC.  
LAND DEVELOPMENT CONSULTANTS

CIVIL ENGINEERS - LAND SURVEYORS  
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E-Mail: office@leiterperez.com

WEBSITE: www.leiterperez.com

LICENSED BUSINESS No. 6787

DATE: 8-6-2013

JOB ORDER: 13-111

FILE NO.: L-1900

FILE NAME: AFP\_L16-22mod.dwg

REVISION:

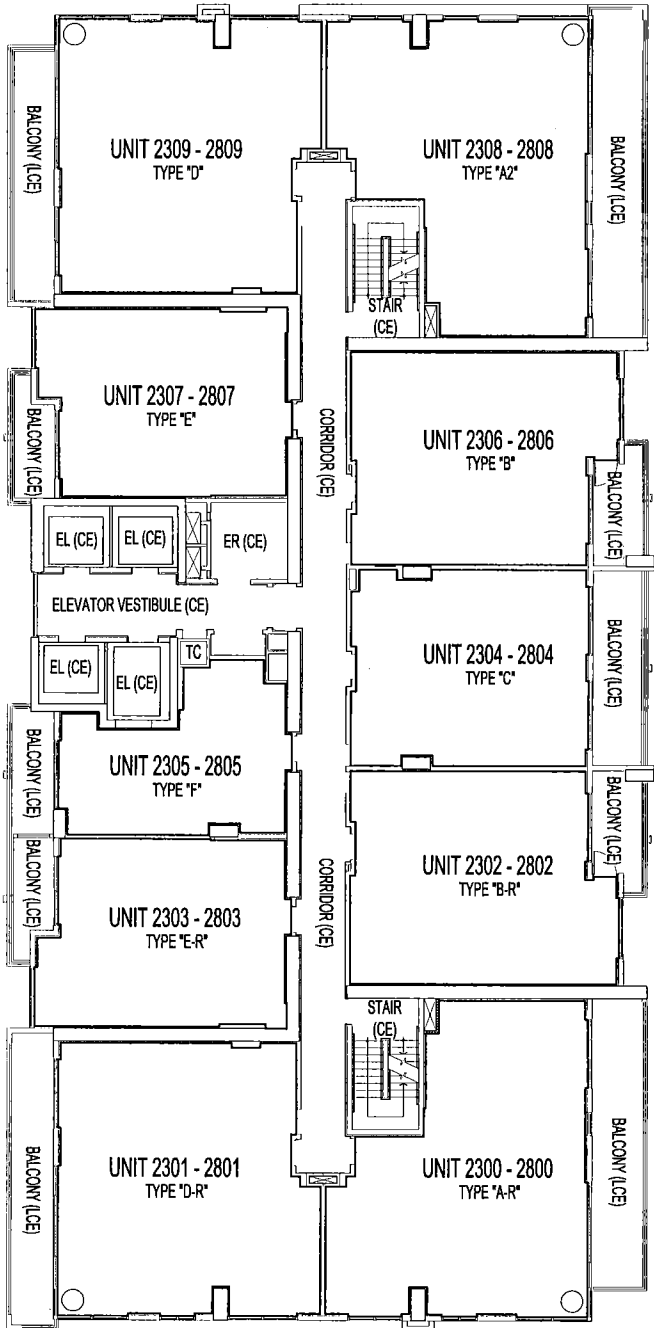
THE BOND (1080 BRICKELL), A CONDOMINIUM

LEVELS 16 THRU 22

EXHIBIT "1"

SHEET 29 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM



LEVEL 23  
UPPER LIMIT ELEVATION: +246.33  
LOWER LIMIT ELEVATION: +237.00

LEVEL 24  
UPPER LIMIT ELEVATION: +256.33  
LOWER LIMIT ELEVATION: +247.00

LEVEL 25  
UPPER LIMIT ELEVATION: +266.33  
LOWER LIMIT ELEVATION: +257.00

LEVEL 26  
UPPER LIMIT ELEVATION: +276.33  
LOWER LIMIT ELEVATION: +267.00

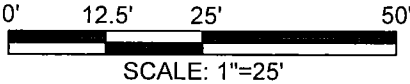
LEVEL 27  
UPPER LIMIT ELEVATION: +286.33  
LOWER LIMIT ELEVATION: +277.00

LEVEL 28  
UPPER LIMIT ELEVATION: +296.33  
LOWER LIMIT ELEVATION: +287.00

- NOTE:**
1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
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  3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

**LEGEND:**

- - INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- ⊠ - INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)



SCALE: 1"=25'



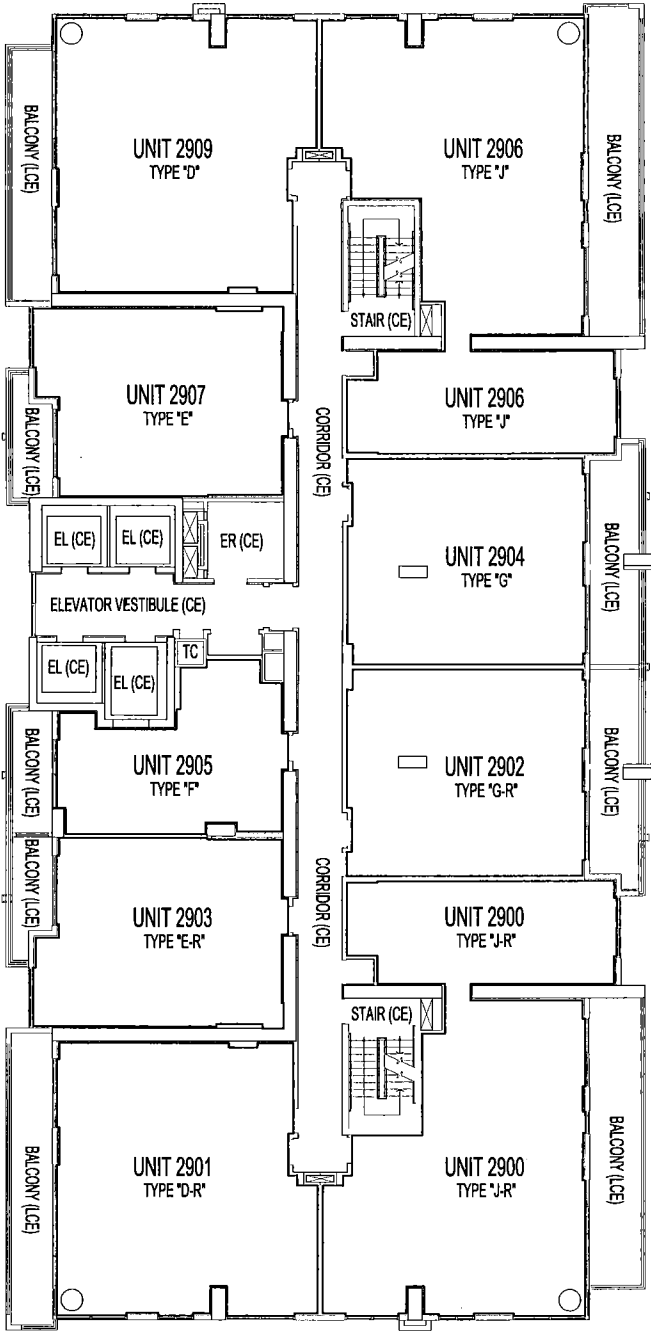
**LEITER, PEREZ & ASSOCIATES, INC.**  
**LAND DEVELOPMENT CONSULTANTS**  
CIVIL ENGINEERS - LAND SURVEYORS  
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MIAMI-DADE (305) 652-5133 BROWARD (954)524-2202 FAX: (305) 652-0411  
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO: L-1900	FILE NAME: AFP_L23-28mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVELS 23 THRU 28	

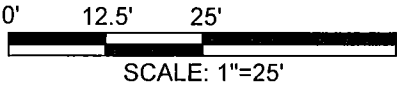
**EXHIBIT "1"**

SHEET 30 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +307.33  
LOWER LIMIT ELEVATION: +298.00



SCALE: 1"=25'

NOTE:

1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
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LEGEND:

- - INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- ⊠ - INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)



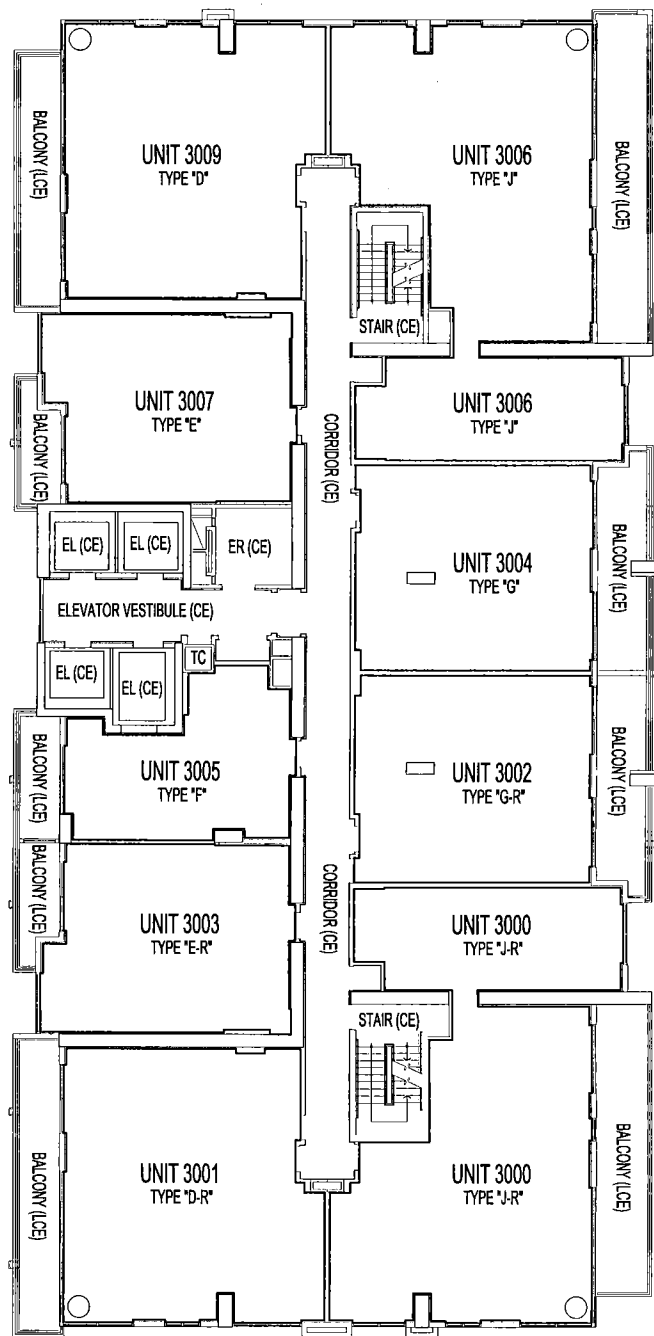
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LAND DEVELOPMENT CONSULTANTS  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 165TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411  
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L29mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 29	

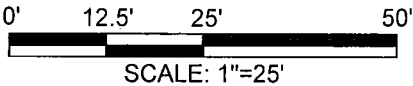
EXHIBIT "1"

SHEET 31 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +317.33  
LOWER LIMIT ELEVATION: +308.00



NOTE:

1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

LEGEND:

- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)



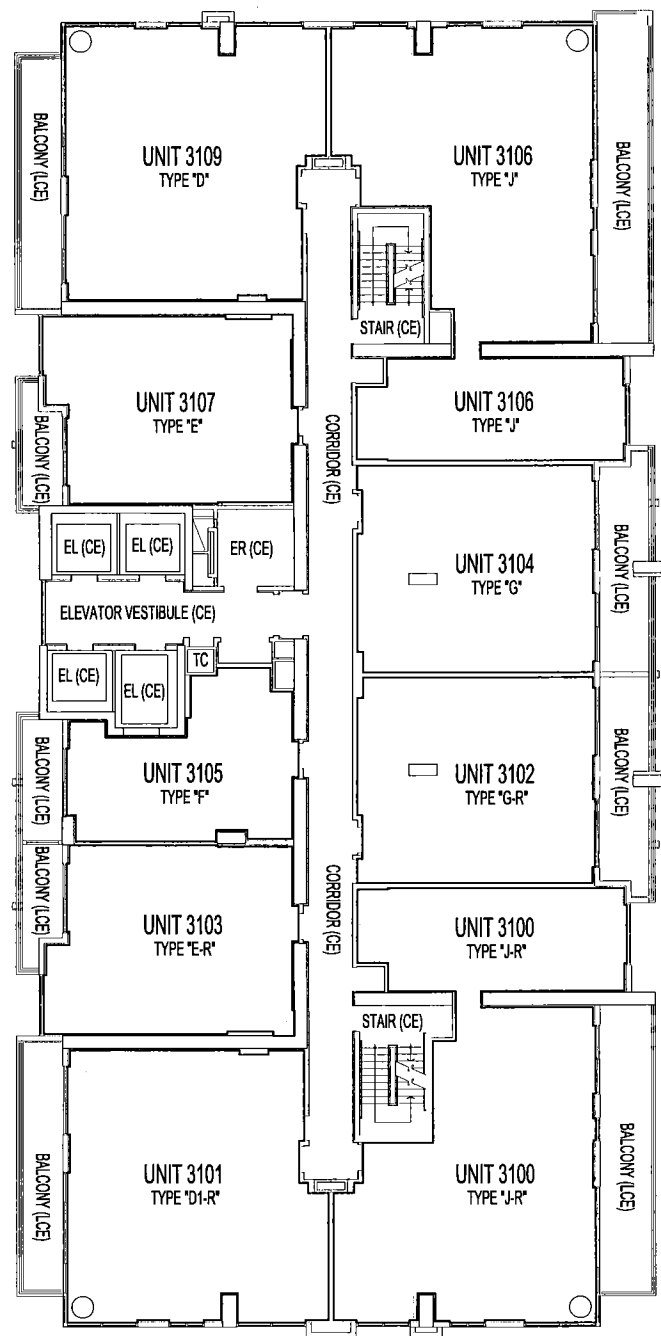
LEITER, PEREZ & ASSOCIATES, INC.  
LAND DEVELOPMENT CONSULTANTS  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 165TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L30mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 30	

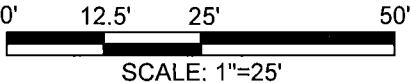
EXHIBIT "1"

SHEET 32 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +327.33  
LOWER LIMIT ELEVATION: +318.00



NOTE:

- 1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
- 2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
- 3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

LEGEND:

- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- INDICATES COMMON ELEMENT
- INDICATES LIMITED COMMON ELEMENT
- INDICATES ELEVATOR
- INDICATES ELECTRICAL ROOM
- INDICATES TRASH CHUTE (CE)



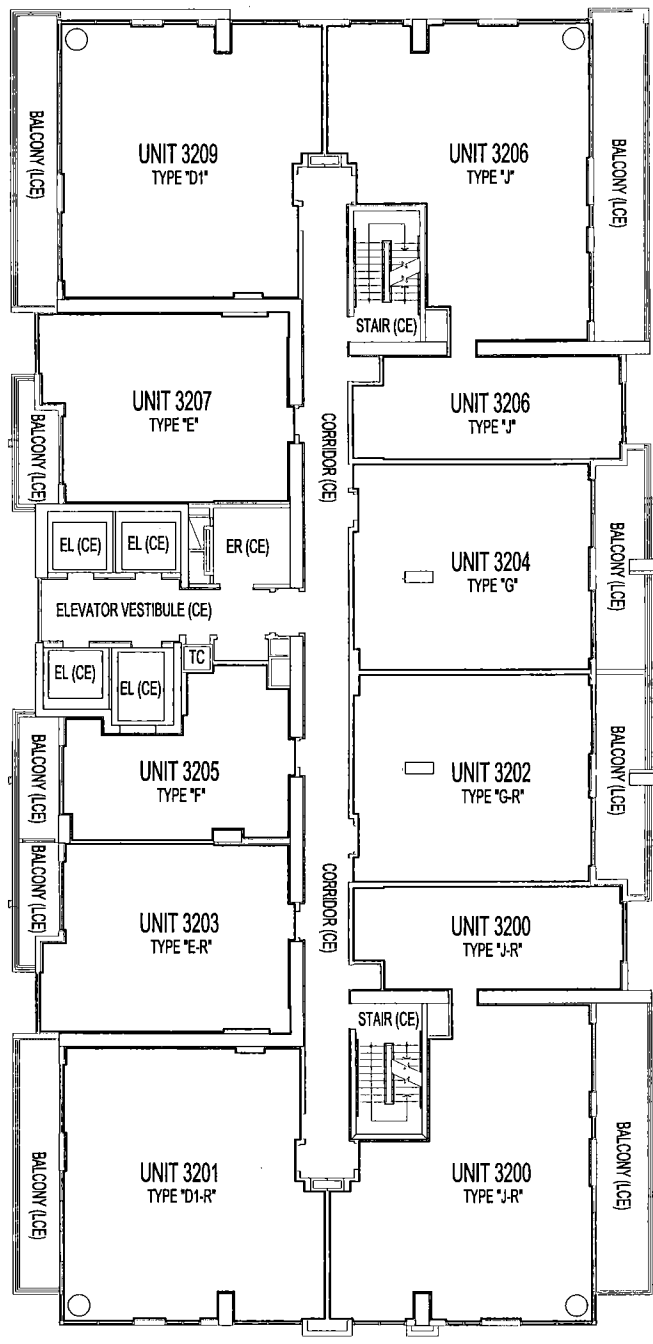
LEITER, PEREZ & ASSOCIATES, INC.  
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LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 165TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L31mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 31	

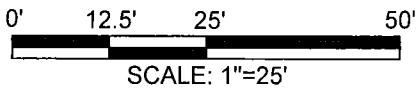
EXHIBIT "1"

SHEET 33 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +337.33  
LOWER LIMIT ELEVATION: +328.00



NOTE:

- 1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
- 2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
- 3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

LEGEND:

- INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)



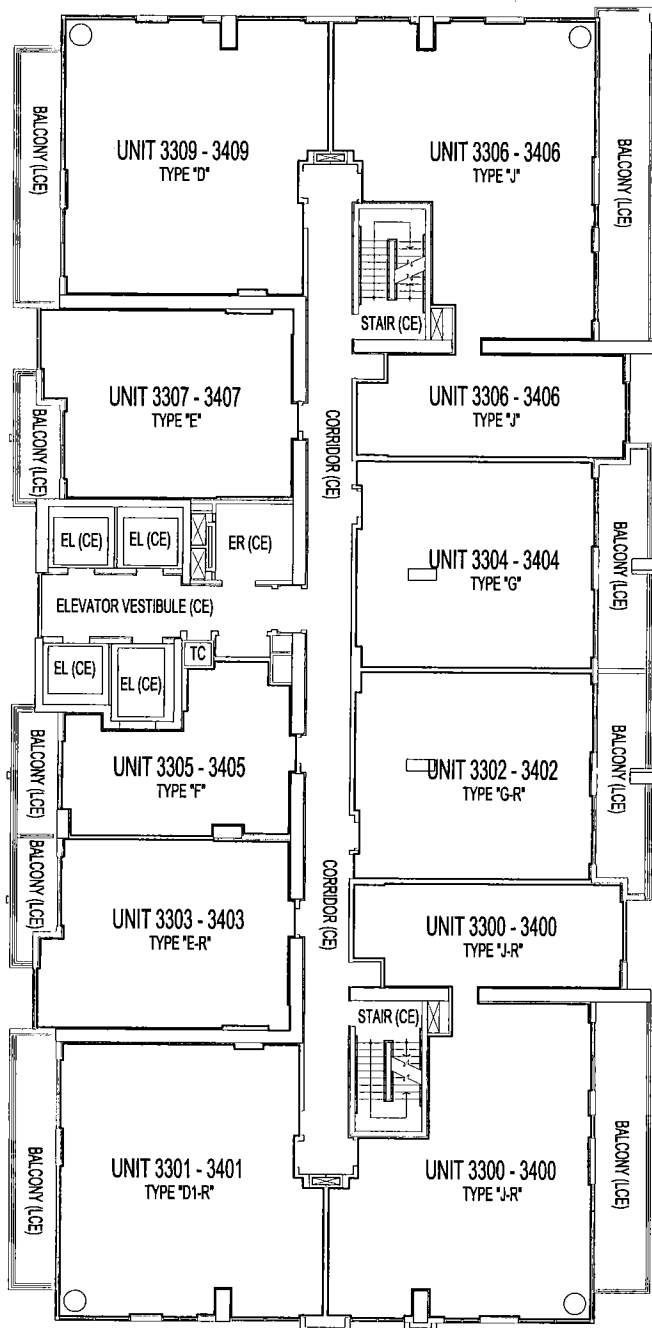
LEITER, PEREZ & ASSOCIATES, INC.  
LAND DEVELOPMENT CONSULTANTS  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
520 N.W. 165TH ST. RD., SUITE 209, MIAMI, FLORIDA 33169  
MIAMI-DADE (305) 652-5133 BROWARD (954)524-2202 FAX: (305) 652-0411  
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6767

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L32mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 32	

EXHIBIT "1"

SHEET 34 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM



LEVEL 33  
UPPER LIMIT ELEVATION: +347.33  
LOWER LIMIT ELEVATION: +338.00

LEVEL 34  
UPPER LIMIT ELEVATION: +357.33  
LOWER LIMIT ELEVATION: +348.00

## NOTE:

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2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

## LEGEND:

- - INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- ▤ - INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)

0' 12.5' 25'  
SCALE: 1"=25'



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LAND PLANNERS - ENVIRONMENTAL

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MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411

E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013

JOB ORDER: 13-111

FILE NO.: L-1900

FILE NAME: AFP\_L33-34mod.dwg

REVISION:

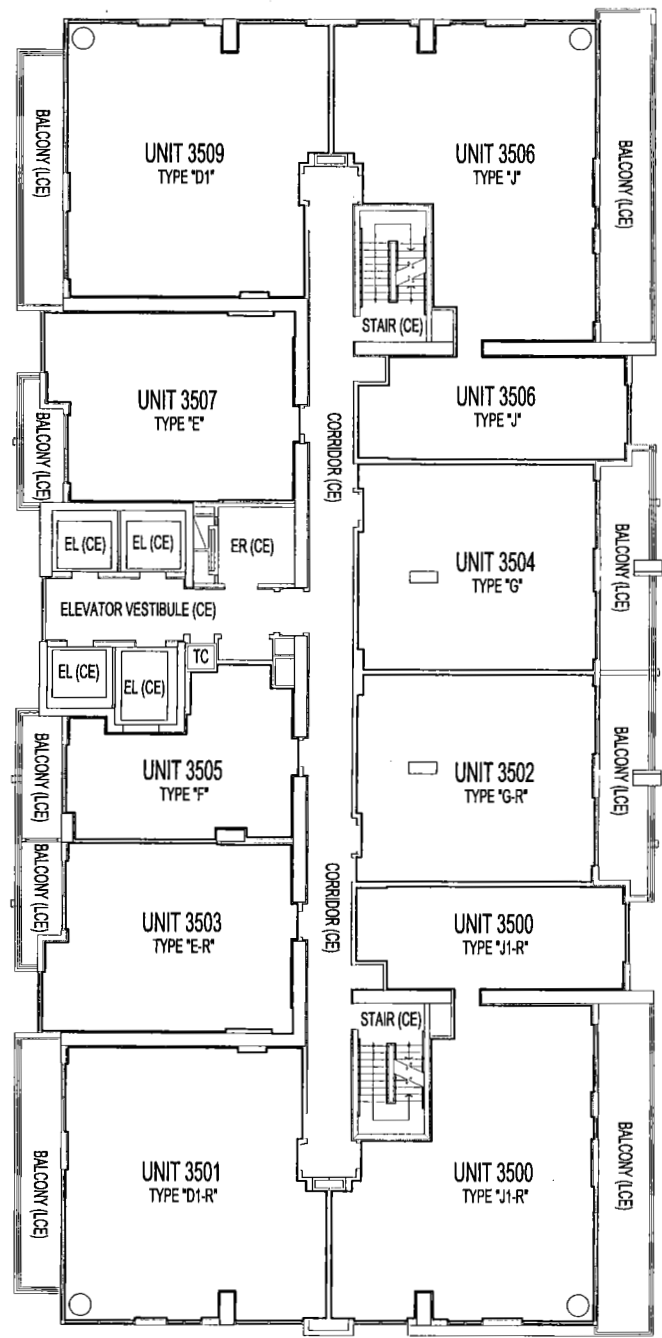
THE BOND (1080 BRICKELL), A CONDOMINIUM

LEVELS 33 AND 34

EXHIBIT "1"

SHEET 35 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM



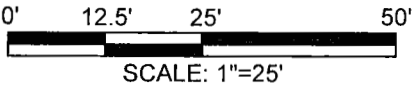
UPPER LIMIT ELEVATION: +367.33  
LOWER LIMIT ELEVATION: +358.00



- NOTE:**
1. THE CONDOMINIUM PROPERTY IS DEPICTED IN SOLID SHADING WITHIN THIS EXHIBIT.
  2. ALL AREAS WITHIN THE CONDOMINIUM PROPERTY NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY.
  3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

**LEGEND:**

- - INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- ▣ - INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)



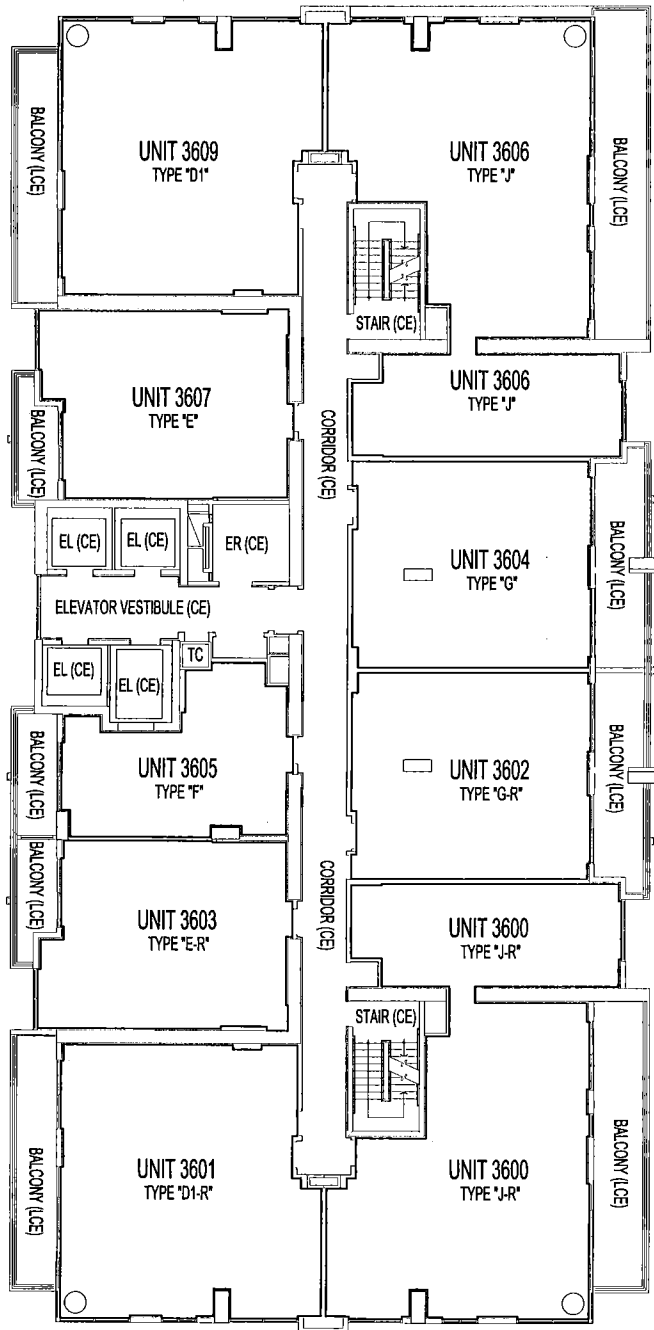
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**LAND DEVELOPMENT CONSULTANTS**  
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LAND PLANNERS - ENVIRONMENTAL  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L35mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 35	

**EXHIBIT "1"**

SHEET 36 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +377.33  
LOWER LIMIT ELEVATION: +368.00



0' 12.5' 25' 50'  
SCALE: 1"=25'

**NOTE:**

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**LEGEND:**

- - INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- ⊠ - INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)



**LEITER, PEREZ & ASSOCIATES, INC.**  
**LAND DEVELOPMENT CONSULTANTS**

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LAND PLANNERS - ENVIRONMENTAL

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E-Mail: office@leiterperez.com

WEBSITE: www.leiterperez.com

LICENSED BUSINESS No. 6787

DATE: 8-6-2013

JOB ORDER: 13-111

FILE NO.: L-1900

FILE NAME: AFP\_L36mod.dwg

REVISION:

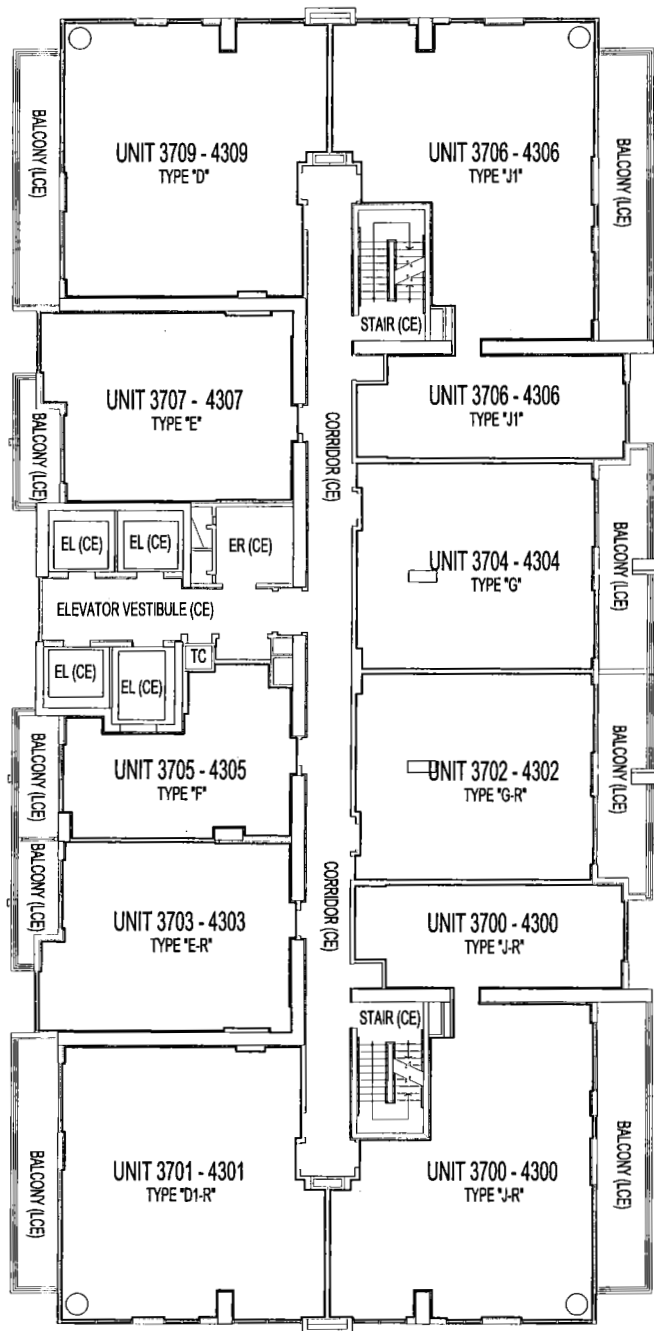
THE BOND (1080 BRICKELL), A CONDOMINIUM

LEVEL 36

**EXHIBIT "1"**

SHEET 37 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM



**LEVEL 37**  
UPPER LIMIT ELEVATION: +387.33  
LOWER LIMIT ELEVATION: +378.00

**LEVEL 38**  
UPPER LIMIT ELEVATION: +397.33  
LOWER LIMIT ELEVATION: +388.00

**LEVEL 39**  
UPPER LIMIT ELEVATION: +407.33  
LOWER LIMIT ELEVATION: +398.00

**LEVEL 40**  
UPPER LIMIT ELEVATION: +417.33  
LOWER LIMIT ELEVATION: +408.00

**LEVEL 41**  
UPPER LIMIT ELEVATION: +427.33  
LOWER LIMIT ELEVATION: +418.00

**LEVEL 42**  
UPPER LIMIT ELEVATION: +439.00  
LOWER LIMIT ELEVATION: +428.00

**LEVEL 43**  
UPPER LIMIT ELEVATION: +439.67  
LOWER LIMIT ELEVATION: +450.67

## NOTE:

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3. ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO CHANGE BY AMENDMENT TO THE DECLARATION.

## LEGEND:

- - INDICATES STRUCTURAL COLUMN OR SUPPORT (CE)
- ▣ - INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)

0' 12.5' 25' 50'  
SCALE: 1"=25'



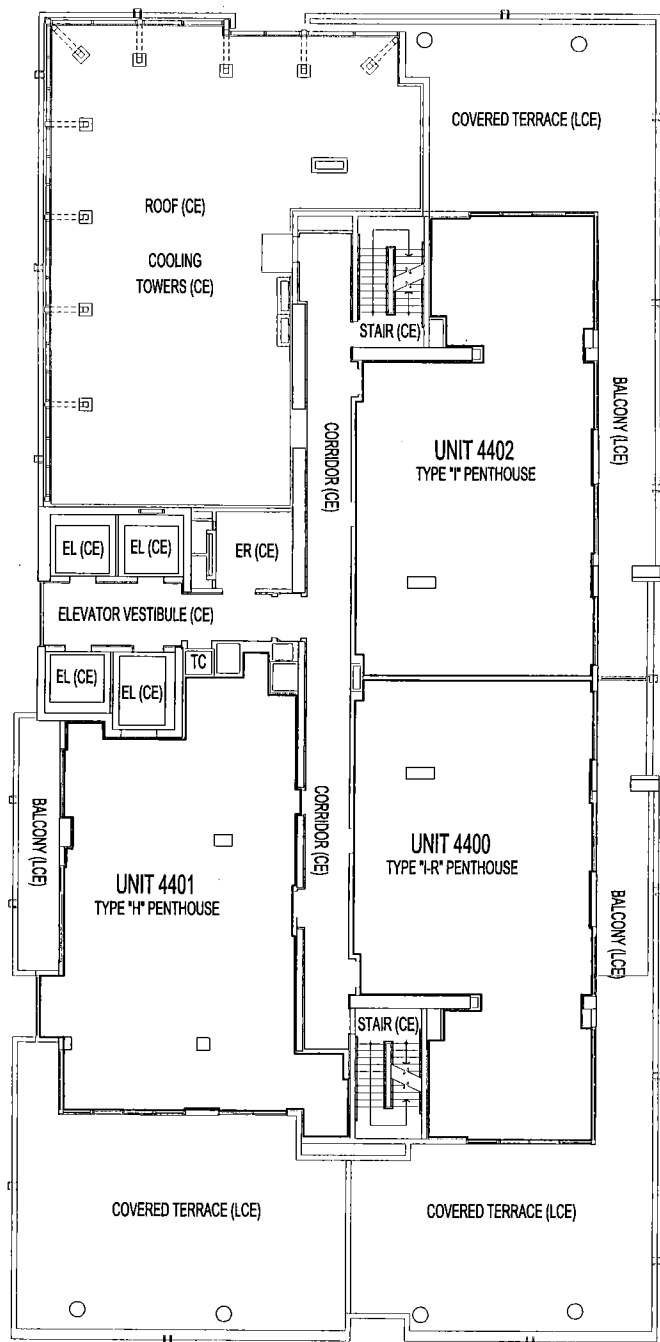
**LEITER, PEREZ & ASSOCIATES, INC.**  
**LAND DEVELOPMENT CONSULTANTS**  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND PLANNERS - ENVIRONMENTAL  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L37-43mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVELS 37 THRU 43	

**EXHIBIT "1"**

SHEET 38 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM



UPPER LIMIT ELEVATION: +467.67  
LOWER LIMIT ELEVATION: +451.33



0' 12.5' 25' 50'  
SCALE: 1"=25'

## NOTE:

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- ▣ - INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)



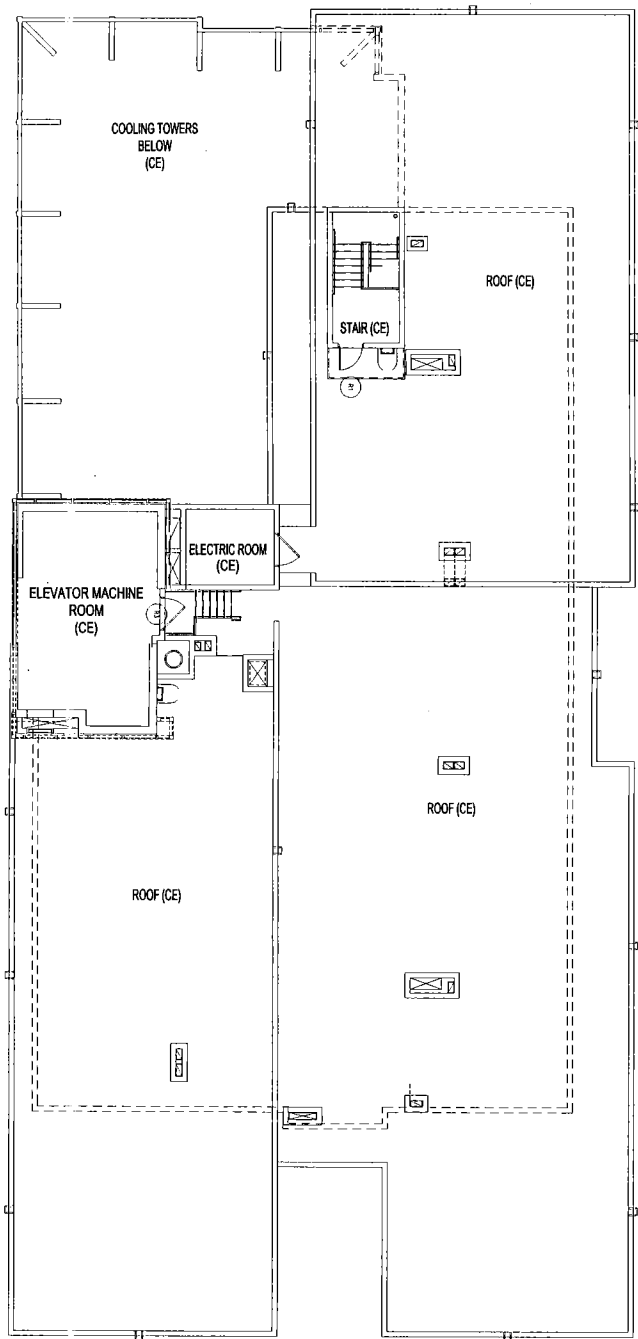
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LAND DEVELOPMENT CONSULTANTS  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: AFP_L44MOD.DWG
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
LEVEL 44 (PENTHOUSE)	

EXHIBIT "1"

SHEET 39 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM

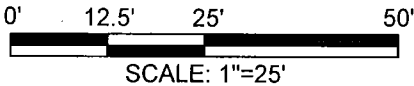


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**LEGEND:**

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- ⊠ - INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)



SCALE: 1"=25'



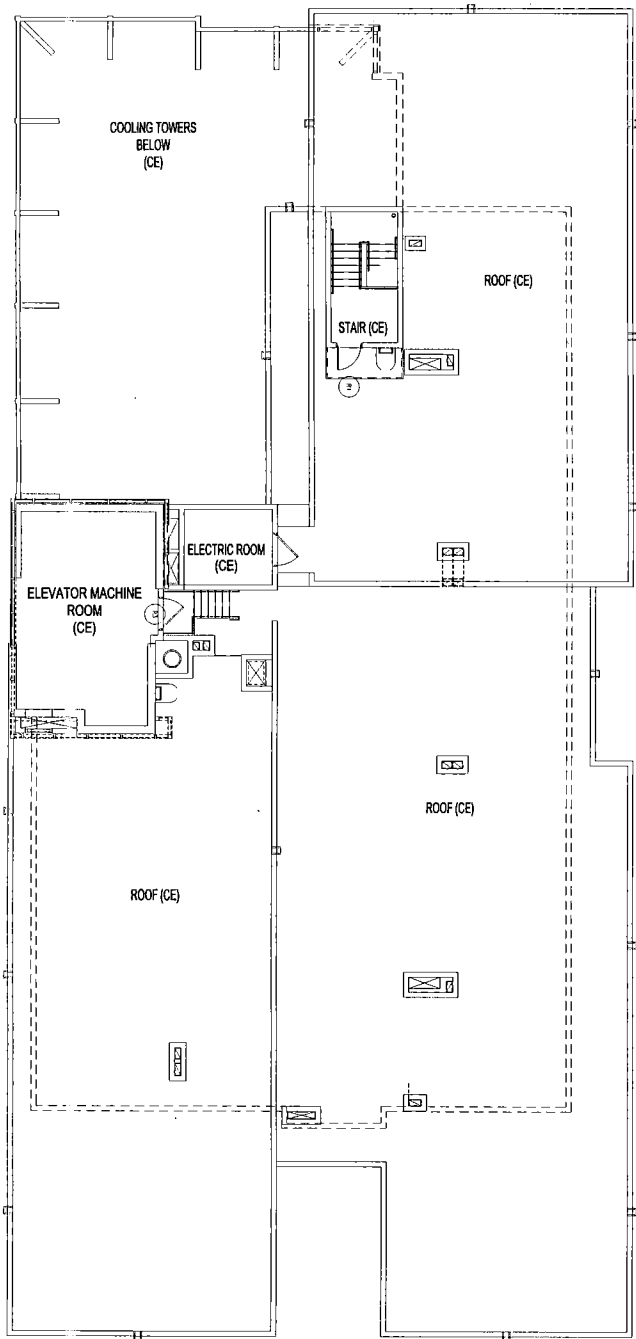
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DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0427_2012mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
MAIN ROOF	

**EXHIBIT "1"**

SHEET 40 OF 42

THE BOND (1080 BRICKELL), A CONDOMINIUM

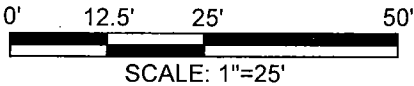


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- ⊠ - INDICATES CHASE OR VENT (CE)
- CE - INDICATES COMMON ELEMENT
- LCE - INDICATES LIMITED COMMON ELEMENT
- EL - INDICATES ELEVATOR
- ER - INDICATES ELECTRICAL ROOM
- TC - INDICATES TRASH CHUTE (CE)



SCALE: 1"=25'



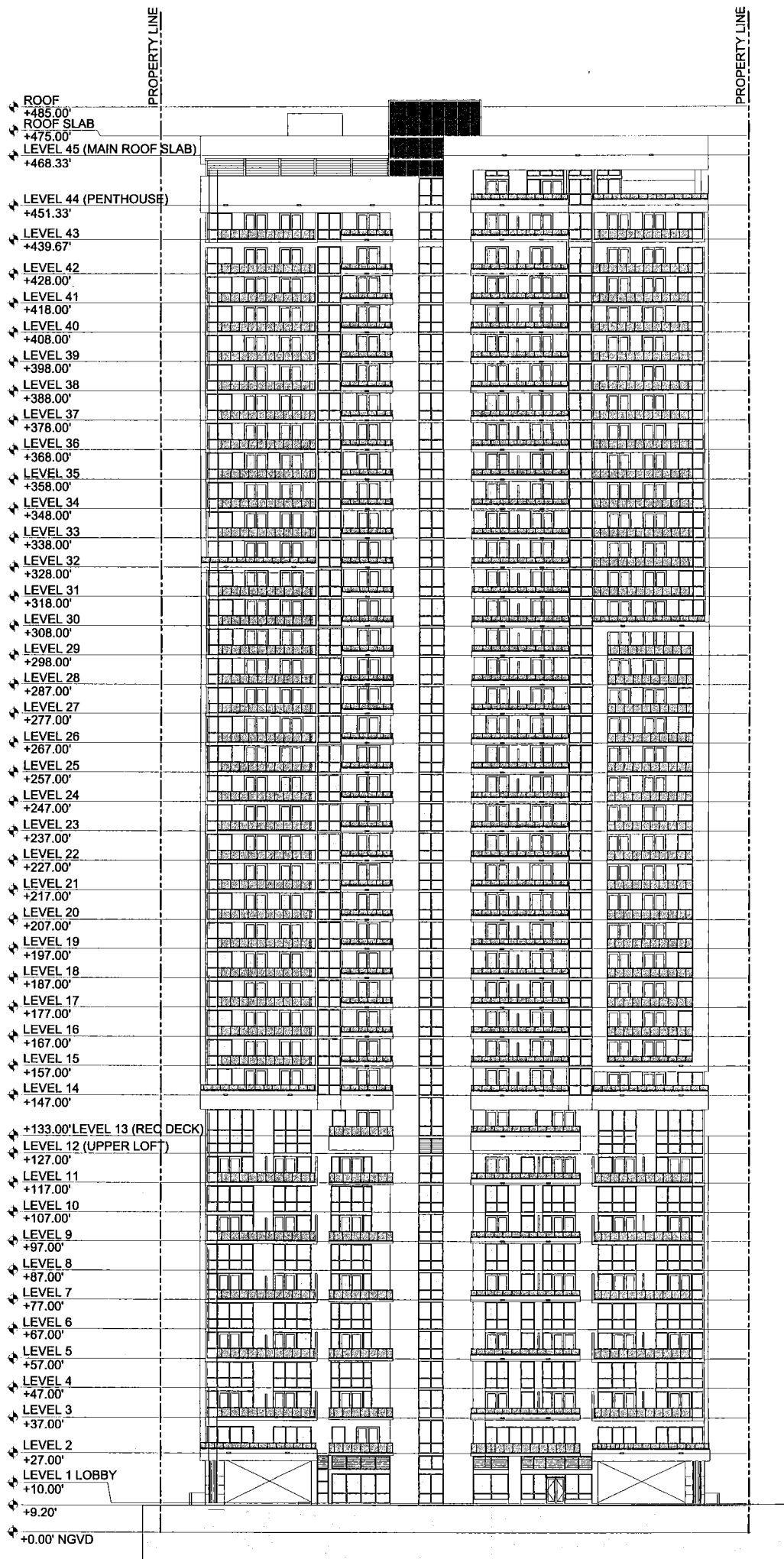
**LEITER, PEREZ & ASSOCIATES, INC.**  
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DATE: 8-6-2013	JOB ORDER: 13-111
FILE NO.: L-1900	FILE NAME: A-0427_2012mod.dwg
REVISION:	
THE BOND (1080 BRICKELL), A CONDOMINIUM	
UPPER ROOF	

**EXHIBIT "1"**

SHEET 41 OF 42

# THE BOND (1080 BRICKELL), A CONDOMINIUM



0' 25' 50' 100'  
SCALE: 1"=50'

## NOTE:

1. ALL IMPROVEMENTS ARE PROPOSED AND MAY CHANGE BY AMENDMENT TO THE DECLARATION.

## LEGEND:

----- INDICATES PROJECT PROPERTY LINE



**LEITER, PEREZ & ASSOCIATES, INC.**  
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E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

DATE: 8-6-2013

JOB ORDER: 13-111

FILE NO: L-1900

FILE NAME: A-0802\_2013mod.dwg

REVISION:

THE BOND (1080 BRICKELL), A CONDOMINIUM

WEST ELEVATION

**EXHIBIT "1"**

SHEET 42 OF 42

**EXHIBIT "2"**

**To the Declaration of Condominium of  
THE BOND (1080 BRICKELL), A CONDOMINIUM**

The share, as expressed as a percentage of the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit is as follows:

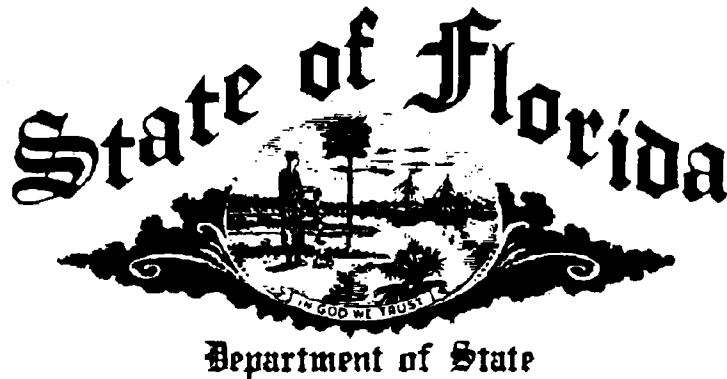
Unit Type	Unit Numbers	Survey Unit Area <sup>1</sup>	Architectural Unit Area <sup>2</sup>	# of Units	% Share	Extension
LOFT A	301, 501, 701, 901, 1101	1,076	1,129	5	0.3417%	1.7084%
LOFT A-R	313, 513, 713, 913, 1113	1,076	1,129	5	0.3417%	1.7084%
LOFT B	303, 503, 703, 903, 1103	728	728	5	0.2312%	1.1559%
LOFT B-R	311, 511, 711, 911, 1111	728	728	5	0.2312%	1.1559%
LOFT C	305, 505, 705, 905, 1105	1,021	1,031	5	0.3242%	1.6211%
LOFT D	307, 507, 707, 907, 1107	943	967	5	0.2994%	1.4972%
LOFT E	309, 509, 709, 909, 1109	791	788	5	0.2512%	1.2559%
FLAT A	201	852	931	1	0.2705%	0.2705%
FLAT A-R	209	852	931	1	0.2705%	0.2705%
FLAT B	203	545	602	1	0.1731%	0.1731%
FLAT C	205	460	524	1	0.1461%	0.1461%
FLAT D	207	431	477	1	0.1369%	0.1369%
A	1508, 1608, 1708, 1808, 1908, 2008, 2108, 2208	1,129	1,208	8	0.3585%	2.8680%
A-R	1500, 1600, 1700, 1800, 1900, 2000, 2100, 2200, 2300, 2400, 2500, 2600, 2700, 2800	1,129	1,208	14	0.3585%	5.0191%
A1	1408	1,129	1,208	1	0.3585%	0.3585%
A1-R	1400	1,129	1,208	1	0.3585%	0.3585%
A2	2308, 2408, 2508, 2608, 2708, 2808	1,129	1,208	6	0.3585%	2.1510%
B	1406, 1506, 1606, 1706, 1806, 1906, 2006, 2106, 2206, 2306, 2406, 2506, 2606, 2706, 2806	906	966	15	0.2877%	4.3154%
B-R	1402, 1502, 1602, 1702, 1802, 1902, 2002, 2102, 2202, 2302, 2402, 2502, 2602, 2702, 2802	906	966	15	0.2877%	4.3154%
C	1404, 1504, 1604, 1704, 1804, 1904, 2004, 2104, 2204, 2304, 2404, 2504, 2604, 2704, 2804	769	841	15	0.2442%	3.6629%
D	1509, 1609, 1709, 1809, 1909, 2009, 2109, 2209, 2309, 2409, 2509, 2609, 2709, 2809, 2909, 3009, 3109, 3309, 3409, 3509, 3609, 3709, 3809, 3909, 4009, 4109, 4209, 4309	1,132	1,211	28	0.3595%	10.0648%
D-R	1501, 1601, 1701, 1801, 1901, 2001, 2101, 2201, 2301, 2401, 2501, 2601, 2701, 2801, 2901, 3001	1,132	1,211	16	0.3595%	5.7513%
D1	3209	1,132	1,211	1	0.3595%	0.3595%
D1-R	3101, 3201, 3301, 3401, 3501, 3601, 3701, 3801, 3901, 4001, 4101, 4201, 4301	1,132	1,211	13	0.3595%	4.6730%
E	1407, 1507, 1607, 1707, 1807, 1907, 2007, 2107, 2207, 2307, 2407, 2507, 2607, 2707, 2807, 2907, 3007, 3107, 3207, 3307, 3407, 3507, 3607, 3707, 3807, 3907, 4007, 4107, 4207, 4307	750	794	30	0.2382%	7.1447%
E-R	1403, 1503, 1603, 1703, 1803, 1903, 2003, 2103, 2203, 2303, 2403, 2503, 2603, 2703, 2803, 2903, 3003, 3103, 3203, 3303, 3403, 3503, 3603, 3703, 3803, 3903, 4003, 4103, 4203, 4303	750	794	30	0.2382%	7.1447%
F	1405, 1505, 1605, 1705, 1805, 1905, 2005, 2105, 2205, 2305, 2405, 2505, 2605, 2705, 2805, 2905, 3005, 3105, 3205, 3305, 3405, 3505, 3605, 3705, 3805, 3905, 4005, 4105, 4205, 4305	509	556	30	0.1616%	4.8489%
G	2904, 3004, 3104, 3204, 3304, 3404, 3504, 3604, 3704, 3804, 3904, 4004, 4104, 4204, 4304	822	880	15	0.2610%	3.9153%

G-R	2902, 3002, 3102, 3202, 3302, 3402, 3502, 3602, 3702, 3802, 3902, 4002, 4102, 4202, 4302	822	880	15	0.2610%	3.9153%
H	4401	1,668	1,772	1	0.5297%	0.5297%
I	4402	1,623	1,738	1	0.5154%	0.5154%
I-R	4400	1,623	1,738	1	0.5154%	0.5154%
J	2906, 3006, 3106, 3206, 3306, 3406, 3506, 3606	1,580	1,713	8	0.5017%	4.0137%
J-R	2900, 3000, 3100, 3200, 3300, 3400, 3600, 3700, 3800, 3900, 4000, 4100, 4200, 4300	1,580	1,713	14	0.5017%	7.0241%
J1	3706, 3806, 3906, 4006, 4106, 4206, 4306	1,580	1,713	7	0.5017%	3.5120%
J1-R	3500	1,580	1,713	1	0.5017%	0.5017%
K	1401	2,239	2,320	1	0.7110%	0.7110%
K-R	1409	2,239	2,320	1	0.7110%	0.7110%
<b>Total</b>				<b>328</b>		<b>100.0000%</b>

**TOTAL SQUARE FOOTAGE OF UNITS**

**314,918**

1. Survey Unit Area is calculated pursuant to the unit boundary definition set forth in Section 4.2 of the Declaration of Condominium. Survey Unit Area is based on the interior surface of the walls bounding the unit, excludes all common elements, and results in a smaller figure than Architectural Unit Area. Pursuant to Rule 61B-18.0051, Florida Administrative Code, Survey Unit Area is used to establish the percentages disclosed in Exhibits D and E to the Declaration of Condominium.
2. Architectural Unit Area is disclosed here for informational purposes only. Architectural Unit Area is a generally accepted method of measurement based on the dimensions of a Unit from the exterior boundaries of the exterior walls to the centerline of interior demising walls, and may include common elements such as structural walls, and other interior structural components of the building. Architectural Unit Area is generally larger than the Survey Unit Area of a condominium unit.



I certify the attached is a true and correct copy of the Articles of Incorporation of THE BOND (1080 BRICKELL) CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on July 9, 2013, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H13000153805. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N13000006179.

Authentication Code: 513A00016882-071013-N13000006179-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Tenth day of July, 2013



*Ken Detzner*  
Ken Detzner  
Secretary of State



July 10, 2013

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

THE BOND (1080 BRICKELL) CONDOMINIUM ASSOCIATION, INC.  
1450 BRICKELL AVE STE 2170  
MIAMI, FL 33131

The Articles of Incorporation for THE BOND (1080 BRICKELL) CONDOMINIUM ASSOCIATION, INC. were filed on July 9, 2013, and assigned document number N13000006179. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H13000153805.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to [www.irs.gov](http://www.irs.gov).

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

Tim Burch  
Regulatory Specialist II  
New Filings Section  
Division of Corporations

Letter Number: 513A00016882

P.O BOX 6327 - Tallahassee, Florida 32314

**ARTICLES OF INCORPORATION  
FOR  
THE BOND (1080 BRICKELL) CONDOMINIUM  
ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1.  
NAME**

The name of the corporation shall be **THE BOND (1080 BRICKELL) CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

**ARTICLE 2.  
OFFICE**

The principal office and mailing address of the Association shall be at 1450 Brickell Avenue, Suite 2170, Miami, FL 33131, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 3.  
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Miami-Dade County, Florida, and known as **THE BOND (1080 BRICKELL), A CONDOMINIUM** (the "Condominium").

**ARTICLE 4.  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Condominium recorded or to be recorded in the Public Records of Miami-Dade County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 5.  
POWERS**

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws or the Act.

5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Unit Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To assume all of Developer's and/or its affiliates' responsibilities to the City, the County, and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by the City and/or County, as same may be amended, modified or interpreted from time to time) and, in either such instance, to indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

(c) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.

(d) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property, and other property acquired or leased by the Association.

(e) To purchase insurance covering the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(f) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association Property and for the health, comfort, safety and welfare of the Unit Owners.

(g) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(h) To approve or disapprove the merger, consolidation or other combination with other condominiums.

(i) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property and the Association Property.

(j) To contract for the management and maintenance of the Condominium Property and/or Association Property, or any portion thereof, and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Act, including, but not limited

to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(k) To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.

(l) To execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit, by acceptance of a lien on said Unit, appoints and designates the Board of Directors of the Association as such Owner's agent and attorney-in-fact to execute, any and all such documents or consents.

(m) The power to act as the exclusive agent of the Unit Owners in the manner provided in the Master Covenants with respect to the affairs of the Commercial Parcel and the Shared Facilities Parcel, including, without limitation, the power to the collect assessments, charges and other amounts levied by the Shared Facilities Owner; provided, however, that any such funds so collected shall not be deemed Assessments or Common Expense hereunder.

5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

## **ARTICLE 6.**

### **MEMBERS**

6.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.

6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

6.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

6.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

**ARTICLE 7.**  
**TERM OF EXISTENCE**

The Association shall have perpetual existence, unless dissolved in accordance with applicable law.

**ARTICLE 8.**  
**INCORPORATOR**

The name and address of the Incorporator of this Corporation is:

<u>NAME</u>	<u>ADDRESS</u>
Leonardo J. Caraballo	100 SE Second Street, Suite 2900 Miami, Florida 33131

**ARTICLE 9.**  
**OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	1450 Brickell Avenue, Suite 2170
Alfredo Ruiz Marcos	Miami, FL 33131
Vice President:	1450 Brickell Avenue, Suite 2170
Alan Ojeda	Miami, FL 33131
Secretary/Treasurer:	1450 Brickell Avenue, Suite 2170
Alicia Gilman	Miami, FL 33131

**ARTICLE 10.**  
**DIRECTORS**

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors, except those appointed by the Developer, must be members of the Association.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

10.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

10.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

Alfredo Ruiz Marcos	1450 Brickell Avenue, Suite 2170 Miami, FL 33131
Alan Ojeda	1450 Brickell Avenue, Suite 2170 Miami, FL 33131
Alicia Gilman	1450 Brickell Avenue, Suite 2170 Miami, FL 33131

10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

#### **ARTICLE 11.**

#### **INDEMNIFICATION**

11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or

proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding, or any threat of same, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Section in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 11.1 or Section 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

11.4 Determination of Applicability. Any indemnification under Section 11.1 or Section 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 11.1 or Section 11.2. Such determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

(c) By independent legal counsel:

1. selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or

2. if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or

(d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, the persons specified by Section 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding, or any threat of same, may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this Section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this Section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

(b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this Section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

11.9 Application to Court. Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, committee member, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including

expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The director, officer, committee member, employee, or agent is entitled to mandatory indemnification under Section 11.3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, committee member, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to Section 11.7; or

(c) The director, officer, committee member, employee or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in Section 11.1, Section 11.2 or Section 11.7, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

11.10 Definitions. For purposes of this Article, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

11.11 Effect. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under applicable law, agreement, vote of members or otherwise.

11.12 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

**ARTICLE 12.**  
**BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

**ARTICLE 13.**  
**AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in the Act. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

13.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 5.3, 5.4 or 5.5 or the Article entitled "Powers," without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this Section 13.3 shall be effective.

13.4 Developer Amendments. Notwithstanding anything contained herein to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.


13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Miami-Dade County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

**ARTICLE 14.**  
**INITIAL REGISTERED OFFICE:**

**ADDRESS AND NAME OF REGISTERED AGENT**

The street address of the initial registered office of this corporation is c/o Registered Agents of Florida, L.L.C., 100 SE Second Street, Suite 2900, Miami, Florida 33131-2130 and the name of the initial registered agent of this corporation at that address is Registered Agents of Florida, L.L.C.

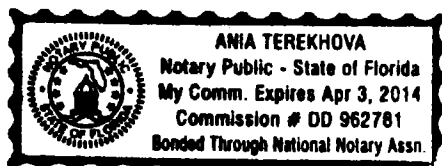
IN WITNESS WHEREOF, the Incorporator has executed these Articles as of July 9, 2013.

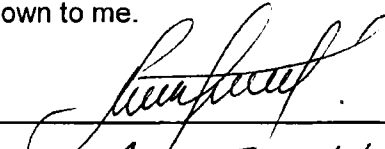
  
Leonardo J. Caraballo, Incorporator

STATE OF FLORIDA                     )  
  )ss:  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me on 9 day of July, 2013, by Leonardo J. Caraballo, who is personally known to me.

[Seal]



  
Print: Ania Terekhova  
Notary Public,  
State of Florida at Large

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING  
AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

THE BOND (1080 BRICKELL) CONDOMINIUM ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the County of Miami-Dade, State of Florida, has named Registered Agents of Florida, LLC, located at 100 SE Second Street, Suite 2900, Miami, FL 33131-2130, as its agent to accept service of process within Florida.

\_\_\_\_\_  
Leonardo J. Caraballo, Incorporator

Dated: 9 day of July, 2013

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

\_\_\_\_\_  
Registered Agents of Florida, LLC, a Florida  
limited liability company

By: \_\_\_\_\_  
Howard J. Vogel, Vice President

Dated: 9 day of July, 2013

**Exhibit "4"**

**BY-LAWS  
OF  
THE BOND (1080 BRICKELL) CONDOMINIUM ASSOCIATION, INC.**

A corporation not for profit organized under the laws of the State of Florida.

1. **Identity.** These are the By-Laws of **THE BOND (1080 BRICKELL) CONDOMINIUM ASSOCIATION, INC.** (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.
  - 1.1 **Fiscal Year.** The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.
  - 1.2 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. **Definitions.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration for **THE BOND (1080 BRICKELL), A CONDOMINIUM**, unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.**
  - 3.1 **Annual Meeting.** An annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and the location of the annual meeting shall be within 45 miles of the Condominium Property. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of November following the year in which the Declaration is filed.
  - 3.2 **Special Meetings.** Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to those agenda items specifically identified in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated operating budget, reference should be made to Section 12.1 of these By-Laws; and (ii) as to special

meetings regarding recall of Board members, reference should be made to Section 4.3 of these By-Laws.

- 3.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda; provided, however, that the Board may permit a Unit Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting, may do so, provided that the Unit Owner has filed a written request with the Secretary of the Association not less than 24 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to no more and no less than three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

- (a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;
- (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting;
- (c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and
- (d) At least 48 hours (or 24 hours with respect to a Board meeting) prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

- 3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of an annual or special meeting shall be hand delivered, electronically transmitted or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as last furnished to the Association by the Unit Owner. However, if a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice for either special or annual meetings (other than election

meetings), which notice shall incorporate an identification of agenda items, shall be effected not less than fourteen (14) continuous days before the date of the meeting. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium or Association Property where all notices of members' meetings shall be posted. In lieu of, or in addition to, the physical posting of notice of any meeting of the Unit Owners on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association, if any. However, if broadcast notice is used, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast in excess of 33 1/3% of the votes of members entitled to vote at the subject meeting.

3.6 Voting.

(a) Number of Votes. In any meeting of members, the Owners of each Unit shall be entitled to cast the number of votes designated for their Unit as set forth in the Articles. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall

mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

- (c) Voting Member. If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, partnership, limited liability company, trust or any other lawful entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by persons having lawful authority to bind the corporation, partnership, limited liability company, trust or other lawful entity and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.7 Proxies. Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. A voting interest or consent right allocated to a Unit owned by the Association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies shall be permitted to the extent permitted by the Act. A proxy, limited or general, may not be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the

Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

3.9 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Collection of election ballots;
- (b) Call to order by President;
- (c) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
- (d) Appointment of inspectors of election;
- (e) Counting of Ballots for Election of Directors;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Reading of minutes;
- (h) Reports of officers;
- (i) Reports of committees;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

- 3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which all members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

4. Directors.

- 4.1 Membership. The affairs of the Association shall be governed by a Board consisting of three (3) members. The size of the Board may, however, be expanded from time to time as determined by the Board. Directors must be natural persons who are 18 years of age or older. A person who has been suspended or removed by the Division under Chapter 718, or who is more than 90 days delinquent in the payment of any monetary obligation to the Association is not eligible for board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for Board membership unless such felon's civil rights have been restored for a period of at least 5 years as of the date such person seeks election to the Board (provided, however, that the validity of any Board action is not affected if it is later determined that a Board member is ineligible for Board membership due to having been convicted of a felony). In a condominium association of more than ten (10) units or in a condominium association that does not include timeshare units or timeshare interests, co-owners of a Unit may not serve as members of the Board of directors at the same time unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. Directors may not vote at Board meetings by proxy or by secret ballot.

- 4.2 Election of Directors. Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. At least 60 days before a scheduled election, the Association shall mail, deliver, or electronically transmit, by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary of the Association of his or her intent to be a candidate at least forty (40) days prior to the scheduled election and must be eligible to serve on the Board at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the Board. Together with the notice of meeting and agenda sent in accordance with Section 3.4 above, the Association shall then, mail, deliver or electronically transmit a second notice of the meeting, not less than fourteen (14) continuous days prior to the date of the meeting, to all Unit Owners entitled to vote therein, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, which must be furnished by the candidate to the Association at least thirty five (35) days before the election, must be included with the mailing, delivery or electronic transmission of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

The election of directors shall be by written ballot or voting machine. Proxies may not be used in electing the Board at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a director, in the manner provided by the rules of the Division. Elections shall be decided by a plurality of ballots and votes cast. There is no quorum requirement, however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. There shall be no cumulative voting. A unit owner shall not permit any other person to vote his or her ballot, and any ballots improperly cast are deemed invalid. A Unit Owner who violates this provision may be fined by the Association in accordance with Section 718.303, F.S.. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, F.S. may obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding anything contained herein to the contrary, if and to the extent a vacancy occurs on the Board and/or additional Directors are to be elected in accordance herewith, the Board may, in its sole and absolute discretion, hold a meeting to elect the Directors prior to the annual meeting.

Within ninety (90) days after being elected or appointed to the Board, each newly elected or appointed Director shall certify in writing to the Secretary of the Association that he or she has read the Association's Declaration of Condominium, Articles of Incorporation, Bylaws and current written policies; that he or she will work to uphold such document and policies to the best of his or her abilities; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. In lieu of this written certification,

within ninety (90) days after being elected or appointed to the Board, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved condominium education provider, within one (1) year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid and does not have to be resubmitted as long as the Director serves on the Board without interruption. A Director who fails to timely file the written certification or education certificate is suspended from service on the Board until he or she complies with the above referenced requirement. The Board may temporarily fill the vacancy during the period of suspension. The Secretary shall cause the Association to retain a Director's written certification or educational certificate for inspection by the Members for 5 years after a Director's election. Failure to have such written certification or educational certificate on file does not effect the validity of any Board action.

Notwithstanding the provisions of this Section 4.2, an election is not required if the number of vacancies equals or exceeds the number of candidates. For purposes of this paragraph, the term "candidate" means an eligible person who has timely submitted the written notice of his or her intention to become a candidate.

#### 4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors at any Board meeting (even if the remaining Directors constitute less than a quorum), with the replacement Director serving the balance of the term of the vacating Board member, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof shall be filled by the Developer.
- (b) Subject to the provisions of Section 718.301, F.S., any Director elected by the members (other than the Developer) may be recalled and removed with or without cause by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. A special meeting of the Unit Owners to recall a member or members of the Board of administration may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting in whole or in part for this purpose. The conveyance of all Units owned by a Director in the Condominium (other than

appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.

- (c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, and the remaining Directors fail to fill the vacancy by appointment of a director in accordance with applicable law, then any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to the petition seeking receivership, the form of notice set forth in Section 718.1124, F.S. must be provided by the Unit Owner to the Association by certified mail or personal delivery, must be posted in a conspicuous place on the Condominium Property and must be provided by the Unit Owner to every other Unit Owner of the Association by certified mail or personal delivery. Notice by mail to a Unit Owner shall be sent to the address used by the county property appraiser for notice to the Unit Owner, except that where a Unit Owner's address is not publicly available the notice shall be mailed to the Unit. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, all Unit Owners shall be given written notice of such appointment as provided in Section 718.127, F.S. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws and the court relieves the receiver of the appointment.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall expire at the annual meeting and such Board members may stand for reelection. If the number of Board Members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become members of the Board effective upon the adjournment of the annual meeting. Any remaining vacancies shall be filled by the affirmative vote of the majority of the Directors making up the newly constituted Board even if the Directors constitute less than a quorum or there is only one Director. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or

appointment. The directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.

- 4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Meetings of the Board of Directors may be held by telephone conference, with those Directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used so that the conversation of those Directors attending by telephone may be heard by the Directors and any Unit Owners attending such meeting in person. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present are open to all Unit Owners. A Unit Owner may tape record or videotape the meetings, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of all Board meetings, which must specifically identify all agenda items, must be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours before the meeting, except in the event of an emergency. If twenty percent (20%) of the voting interests petition the Board to address an item of business, the Board at its next regular Board meeting or at a special meeting of the Board, but not later than 60 days after the receipt of petition, shall place the item on the agenda. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the Board members. Such emergency action must be noticed and ratified at the next regular Board meeting. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, must be mailed, delivered or electronically transmitted to all Unit Owners and posted conspicuously on the Condominium Property at least fourteen (14) days before the meeting. Evidence of compliance with this fourteen (14) day notice requirement must be made by an affidavit executed by the Secretary of the Association and filed with the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium or Association Property where all notices of Board and/or Committee meetings are to be posted. In lieu of or in addition to the physical posting of the notice, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice physically posted on Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or

where required by the Act. A Director or member of a Committee of the Board of Directors may submit in writing his or her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may not be used as a vote for or against the action taken or to create a quorum. A Director of the Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to such action. A vote or abstention for each member present shall be recorded in the minutes. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot.

- 4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.
- 4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).
- 4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not be used as a vote for or against any particular action taken and shall not allow the applicable Director to be counted as being present for purposes of quorum.
- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).
- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;

- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 4.14 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.
- 4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium. If Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer are entitled to elect at least one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Condominiums, Timeshares and Mobile Homes the name and mailing address of the director(s) elected. Unit Owners other than the Developer are entitled to elect at least a majority of the members of the Board of Directors, upon the first to occur of any of the following events: (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; (e) when the Developer files a petition seeking protection in bankruptcy; (f) when a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after the appointment of the receiver that transfer of control would be detrimental to the

Association or its Members; or (g) seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to S. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercised the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors of the Association.

The Developer may transfer control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give at least sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to subparagraph (g), which may be ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable to the Condominium:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.

- (d) The minute book, including all minutes, and other books and records of the Association.
- (e) Any rules and regulations that have been adopted.
- (f) Resignations of resigning officers and Board members who were appointed by the Developer.
- (g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover. The records must be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements must be prepared in accordance with generally accepted accounting principles and must be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.
- (k) A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Condominium and/or Association Property which the Developer had knowledge of at any time in the development of the condominium.
- (l) Insurance policies.

- (m) Copies of any Certificates of Occupancy that may have been issued for the Condominium Property.
- (n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners took control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (q) Leases of the Common Elements and other leases to which the Association is a party, if applicable.
- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (s) All other contracts to which the Association is a party.
- (t) A report included in the official records, under seal of an architect or engineer authorized to practice in Florida, attesting to required maintenance, useful life, and replacement costs of the following applicable common elements comprising a turnover inspection report:
  - (i) Roof
  - (ii) Structure
  - (iii) Fireproofing and fire protection systems.
  - (iv) Elevators
  - (v) Heating and cooling systems
  - (vi) Plumbing
  - (vii) Electrical systems
  - (viii) Swimming pool or spa and equipment
  - (ix) Seawalls
  - (x) Pavement and parking areas
  - (xi) Drainage Systems

- (xii) Painting
- (xiii) Irrigation systems
- (u) A copy of the certificate of a surveyor and mapper recorded pursuant to S.718.104(e) or the recorded instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurred first.

5. Authority of the Board.

5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), all those set forth in the Declaration and/or Articles and the following:

- (a) Operating and maintaining all Common Elements and the Association Property.
- (b) Determining the expenses required for the operation of the Association and the Condominium.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 16 hereof.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.
- (g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee.
- (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.

- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (j) Obtaining and reviewing insurance for the Condominium and Association Property.
- (k) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of Condominium and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) The duties and obligations imposed upon Developer and/or binding upon the Condominium Property pursuant to the Development Covenant (all of which are expressly assumed by the Association);
- (m) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (n) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. The hearing must be held before a committee of other Unit Owners who are neither Board members nor persons residing in a Board member's household. If the committee does not agree with the fine, the fine may not be levied. No fine may exceed \$100.00 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a Unit.
- (o) Purchasing or leasing Units for use by resident superintendents and other similar persons or for the general use and enjoyment of the Unit Owners.
- (p) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of Common Elements (if the need for the funds is unanticipated) or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$100,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph 5.1(p) is not repaid by the Association, a Unit Owner who pays to the creditor such

portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit. Notwithstanding the foregoing, the restrictions on borrowing contained in this subparagraph 5.1(p) shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums and/or for the purpose of responding to emergency situations which may arise with respect to the Common Elements and/or Condominium Property, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.

- (q) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium and Association Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these By-Laws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (r) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use.
- (s) Executing all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (t) Responding to Unit Owner inquiries in accordance with Section 718.112(2)(a)2, F.S.
- (u) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (v) Those certain emergency powers granted pursuant to Section 718.1265, F.S.

- 5.2 Contracts. Any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate exceeding five percent (5%) of the total annual budget of the Association (including reserves), the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager, engineering and landscape architect services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County.

Notwithstanding anything herein to the contrary, as to any contract or other transaction between an Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested, the Association shall comply with the requirements of Section 617.0832, F.S. and Section 718.3026, F.S.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/partnership/trust Unit Owners).
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
7. Fiduciary Duty. The officers and directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, director or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly so solicits, offers to accept or accepts any thing or service of value shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.
- An officer, director, or agent shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the interests of the association. An officer, director, or agent shall be liable for monetary damages as provided in Section 617.0834, F.S. if such officer, director, or agent breached or failed to perform his or her duties and the breach of, or failure to perform, his or her duties constitutes a violation of criminal law as provided in Section 617.0834, F.S; constitutes a transaction from which the officer or director derived an improper personal benefit, either directly or indirectly; or constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
8. Director or Officer Delinquencies. Any Director or officer more than 90 days delinquent in the payment of any monetary obligation due to the association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.
9. Director or Officer Offenses. Any Director or Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds

or property shall be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of suspension or the end of the Director's term of office, whichever occurs first. While such Director or Officer has such criminal charge pending, he or she may not be appointed or elected to a position as a Director or Officer. However, should the charges be resolved without a finding of guilt, the Director or officer shall be reinstated for the remainder of his or her term.

10. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
11. Resignations. Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. If at any time, a Director, other than a Director representing the Developer, sells his or her Unit (or as to a Unit owned by an entity, sells his or her equitable or beneficial ownership interest in the Unit Owner), then upon the closing on the sale of that Unit (or the equitable or beneficial ownership interest), the Director shall be deemed to have tendered his or her resignation.
12. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

12.1 Budget.

- (a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for all Condominiums governed and operated by the Association (which must detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium(s) and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated

replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves or reduce the funding of reserves through the period expiring at the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to S. 718.104(4)(e) or an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit is recorded, whichever occurs first, after which time and until transfer of control of the Association to Unit Owners other than the Developer, reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. Following transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote its voting interest to waive or reduce the funding of reserves. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon may remain in the reserve account or accounts, and may be used only for authorized reserve expenditures, unless their use for any other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

The only voting interests that are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the Units subject to assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letter in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of estimated revenues and expenses shall be hand delivered, mailed or electronically transmitted to each Unit Owner (at the address last furnished to the Association) not less than fourteen (14) days before the date of the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.
- (ii) Special Membership Meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of such Assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within twenty-one (21) days following the adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days following the adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute

budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.

(iii) Determination of Budget Amount. Any determination of whether assessments exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board of Directors does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.

(iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessments, as herein defined, without the approval of a majority of all voting interests.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 12.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection.

12.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 12.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

12.3 Special Assessments and Assessments for Capital Improvements. Special Assessments and Capital Improvement Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the

notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. The specific purpose or purposes of any special assessment, including any contingent special assessment levied in conjunction with the purchase of an insurance policy authorized by Section 718.111(11), Florida Statutes, approved in accordance with the condominium documents, shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

- 12.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida, which bank or banks must be insured by the FDIC, as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance. Reserve and operating funds of the Association shall not be commingled unless combined for investment purposes, provided that the funds so commingled shall be accounted for separately and the combined account balance of such commingled funds may not, at any time, be less than the amount identified as reserve funds in the combined account.
- 12.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the balance of the current budget years' Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the current budget years' Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.
- 12.6 Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign checks on behalf of the Association and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.
- 12.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar

associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion of a financial report for the preceding fiscal year (the "Financial Report"). Within twenty-one (21) days after the final Financial Report is completed by the Association, or received from a third party, but not later than one hundred twenty (120) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, a copy of the Financial Report to each Unit Owner, or a notice that a copy of the Financial Report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

The Financial Report shall be prepared in accordance with the rules adopted by the Division. The type of Financial Report to be prepared must, unless modified in the manner set forth below, be based upon the Association's total annual revenues, as follows:

- (a) REPORT OF CASH RECEIPTS AND EXPENDITURES – if the Association's revenues are less than \$100,000.00 or if the Association operates less than seventy five (75) Units (regardless of revenue) [or, if determined by the Board, the Association may prepare any of the reports described in subsections (b), (c) or (d) below in lieu of the report described in this section (a)].
- (b) COMPILED FINANCIAL STATEMENTS – if the Association's revenues are equal to or greater than \$100,000.00, but less than \$200,000.00 [or, if determined by the Board, the Association may prepare any of the reports described in subsections (c) or (d) below in lieu of the report described in this section (b)].
- (c) REVIEWED FINANCIAL STATEMENTS – if the Association's revenues are equal to or greater than \$200,000.00, but less than \$400,000.00 [or, if determined by the Board, the Association may prepare the report described in subsection (d) below in lieu of the report described in this section (c)].
- (d) AUDITED FINANCIAL STATEMENTS – if the Association's revenues are equal to or exceed \$400,000.00.

A report of cash receipts and expenditures must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following,

as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

If approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may prepare: (i) a report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement; (ii) a report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or (iii) a report of cash receipts and expenditures, a compiled financial statement or a reviewed financial statement in lieu of an audited financial statement. Such meeting and approval must occur before the end of the fiscal year and is effective only for the fiscal year in which the vote is taken, except that the approval may also be effective for the following fiscal year. Prior to the time that control of the Association has been turned over to Unit Owners other than the Developer, all Unit Owners, including the Developer, may vote on issues related to the preparation of the association's financial reports from the date of incorporation of the association through the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to Section 718.104(4)(e) or an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit is recorded, whichever occurs first. Thereafter, until control of the Association has been turned over to Unit Owners other than the Developer, all Unit Owners except for the Developer may vote on such issues. Any audit or review prepared under this Section shall be paid for by the Developer if done before turnover of control of the Association. An Association may not waive the financial reporting requirement of this Section for more than three (3) consecutive years.

12.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration.

12.9 Notice of Meetings. Notice of any meeting which regular or special assessments against Unit Owners are to be considered for any reason shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes of such assessments.

13. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

14. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.
15. Amendments. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:
  - 15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
  - 15.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The approval must be:
    - (a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or
    - (b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the members of the Association voting in person or by proxy at a meeting at which a quorum has been attained.
  - 15.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.
  - 15.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.
16. Rules and Regulations. The Board of Directors may, from time to time, adopt, and thereafter, modify, amend or add to rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such rules and/or modifications, amendments or additions thereto. Copies of any rules or any modified, amended or additional rules and regulations shall be furnished by the

Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

17. Nonbinding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for nonbinding arbitration. The arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration, and attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be charged the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.
18. Written Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of such inquiry and more particularly in the manner set forth in Section 718.112(2)(a)2, Florida Statutes. The Association may, through its Board, adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries.
19. Official Records. From the inception of the Association, the Association shall maintain for the condominium, a copy of each of the following, if applicable, which constitutes the official records of the Association:
  - (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;
  - (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
  - (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
  - (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;

- (e) A copy of the current Rules and Regulations of the Association;
- (f) A book or books that contain the minutes of all meetings of the Association, the Board of Directors, and the Unit Owners, which minutes must be retained for at least 7 years;
- (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and facsimile numbers of Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and facsimile numbers are not accessible to Unit Owners if consent to receive notice by electronic transmission is not provided in accordance with the provisions below. However, the Association shall not be liable for an inadvertent disclosure of the electronic mail address or facsimile number for receiving electronic transmission of notices;
- (h) All current insurance policies of the Association and of all Condominiums operated by the Association;
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
- (j) Bills of Sale or transfer for all property owned by the Association;
- (k) Accounting records for the Association and the accounting records for the Condominium. All accounting records must be maintained for at least 7 years. Any person who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails to create or maintain such records with the intent of causing harm to the Association or one or more of its members, is personally subject to civil penalty pursuant to Section 718.501(1)(d). The accounting records must include, but not be limited to:
  - (i) Accurate, itemized, and detailed records for all receipts and expenditures.
  - (ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid on the account, and the balance due.
  - (iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
  - (iv) All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained for a period of 1 year;

- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections which must be maintained for 1 year from the date of the meeting to which the document relates;
- (m) All rental records if the Association is acting as agent for the rental of Units;
- (n) A copy of the current Question and Answer Sheet, in the form promulgated by the Division, which shall be updated annually; and
- (o) All other records of the Association not specifically listed above which are related to the operation of the Association; and
- (p) A copy of the inspection report as described in Section 718.301(4)(p), F.S.

The official records of the Association must be maintained within the State for at least seven (7) years. The records of the Association shall be made available to a Unit Owner within 45 miles of the Condominium Property or within the County in which the Condominium is located.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member and shall be made available to a Unit Owner within five (5) working days after receipt of a written request by the Board or its designee. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within ten (10) working days after receipt of a written request therefor creates a rebuttable presumption that the Association willfully failed to comply with this paragraph. Failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. Any person who knowingly or intentionally defaces or destroys accounting records required by the Act to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the Association or one of its members. F.S., is personally subject to civil penalty pursuant to Section 718.501(1)(d), F.S. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, By-Laws and rules, and all amendments to the foregoing, as well as the Question and Answer Sheet and year-end financial information required by the Act, to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same. The Association is not responsible for the use or misuse of the information provided to an Association member or his or her authorized representative pursuant to the compliance requirements of the Act unless the Association has an affirmative duty not to disclose such information pursuant to the Act. Notwithstanding this Section 19, the following records are not to be accessible to Unit Owners:

- (i) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including any record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.
- (ii) Information obtained by an Association in connection with the approval of the lease, sale or other transfer of a Unit.
- (iii) Personnel records of association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate compensation paid to an Association employee.
- (iv) Medical records of Unit Owners
- (v) Social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a unit owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person excluding the person's name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association's notice requirements. However, an Owner may consent in writing to the disclosure of protected information described in this subparagraph. The Association is not liable for the inadvertent disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by an Owner and not requested by the Association.
- (vi) Electronic security measures that are used by the Association to safeguard data, including passwords.
- (vii) The software and operating system used by the Association which allow the manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

20. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Units to the applicable condominium fire and life safety code.
21. Provision of Information to Purchasers or Lienholders. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Act to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current Unit Owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.
22. Electronic Transmission. For purposes hereof, "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers. Notwithstanding the provision for electronic transmission of notices by the Association, same may be only be sent to Unit Owners that consent to receipt of Association notices by electronic transmission (and only for long as such consent remains in effect). Further, in no event may electronic transmission be used as a method of giving notice of a meeting called in whole or in part regarding the recall of a Director.
23. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. To the extent not otherwise provided for or addressed in these By-Laws, the By-Laws shall be deemed to include the provisions of Section 718.112(2)(a) through (m) of the Act.
24. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
25. Conflict. Notwithstanding anything in the Declaration to the contrary, in the event of any of the provisions of these By-Laws conflict with the provisions of the Act, the Act shall control.

**SCHEDULE "A"**  
**TO**  
**BY-LAWS**  
  
**RULES AND REGULATIONS**  
**FOR**  
**THE BOND (1080 BRICKELL), A CONDOMINIUM**

1. Occupancy and Use Restrictions. Except as otherwise expressly provided in the Declaration of Condominium, the Units shall be used for residential purposes only (other than in the case of rights reserved to the Developer). No business, profession or trade of any type shall be conducted on any portion of the Units. This prohibition shall not be applicable to (a) home office use of a Unit, to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property; and (b) the Developer with respect to its development of the Condominium Property and for other portions of the Properties, its construction, repair, decorating, administration, sale, rental or lease of Units, or its use of Units as models, V.I.P. or guest suites, sales offices, or management services for the Condominium Property or other portions of the Properties. Nothing herein shall be construed to prohibit ownership of a Unit by a corporation, domestic or foreign, provided that the residential nature of the Units is not disturbed.

Occupancy in Units, except for temporary occupancy by visiting guests, shall not exceed two (2) persons per bedroom and one (1) person per den (as defined by the Condominium Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The provisions of this Section shall not be applicable to Units used by the Developer or any of its affiliates for model units, V.I.P. suites, sales offices or management or other services.

Unless otherwise determined by the Board of Directors, and except as otherwise provided in Section 17.2 of the Declaration of Condominium, a person(s) occupying a Unit for more than one (1) month without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of said Section (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of the Declaration of Condominium which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of the Declaration of Condominium pertaining to the approval of leases, and the Board of Directors shall enforce, and the Unit Owners shall comply with, same with due regard for such purpose.

2. Leases. Leasing of Units shall be subject to the prior written approval of the Condominium Association. The Condominium Association may, from time to time, promulgate rules requiring a deposit from the prospective tenant in an amount not to exceed two (2) months' rent (the "Deposit"), to be held in an escrow account maintained by the Condominium Association; provided, however, that the Deposit shall not be required for any Unit which is rented or leased directly by or to the Developer. No lease of a Unit shall be for a term of less than thirty (30) days. In no event shall a Unit be leased more than twelve (12) times within any twelve (12) month period, regardless of the lease term. When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Unit Owners, and the Owner(s) of the leased Unit shall not

have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Condominium Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Unit Owners. Additionally, copies of all leases of Units shall be submitted to the Condominium Association and the tenants thereunder must register with the Condominium Association prior to any occupancy.

There are no leasing restrictions imposed upon any Unit rented or leased directly by or to the Developer and all such Units may be leased on any terms that may be desired by the Developer, provided that the Developer shall be subject to the lease approval requirements set forth above.

Every lease shall provide (or, if it does not, shall be automatically deemed to provide) that: (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration of Condominium (and all exhibits thereto), the Master Covenants, and with any and all rules and regulations adopted by the Condominium Association and the Shared Facilities Owner from time to time (before or after the execution of the lease); and (ii) a tenant may not, under any circumstances, sublet the Unit (or any portion thereof) to any other person or permit occupancy by any other person. Additionally, copies of all written leases shall be submitted to the Condominium Association and tenants must register with the Condominium Association prior to moving in. The Unit Owner will be jointly and severally liable with the tenant to the Condominium Association for any amount which is required by the Condominium Association to repair any damage to the Common Elements from the acts or omissions of tenants (as determined in the sole discretion of the Condominium Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a Charge may be levied against the Unit therefor.

All leases are hereby made subordinate to any lien filed by the Condominium Association whether prior to or subsequent to such lease.

3. Children. Children shall be permitted to reside in the Residential Units, subject to the provisions of Rule 1 above, and applicable rules and regulations which may be adopted by the Association from time to time.

4. Pets. No more than two (2) household pets (as may be defined and re-defined from time to time by the Condominium Association) shall be maintained in any Unit or any Limited Common Element appurtenant thereto. In no event shall such pets exceed an aggregate weight of seventy (70) pounds. Household pets shall not be kept, bred or maintained for any commercial purpose and shall not become a nuisance or annoyance to neighbors. Those pets which, in the sole discretion of the Condominium Association, endanger health, safety, have the propensity for dangerous or vicious behavior (such as pit bulldogs or other similar breeds or mixed breeds), make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or to the owner of any other portion of the Condominium shall be removed upon request of the Condominium Association. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times, or must be carried, when outside the Unit. No pet may be kept on a balcony or terrace when its owner is not in the Unit. All Unit Owners are required to use the elevators designated by the Association from time to time when they are with their pets. Any violation of the provisions of this restriction shall entitle the Condominium Association to its respective rights

and remedies, including, without limitation, the right to fine Unit Owners and tenants (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.

Each Unit Owner or occupant of a Residential Unit shall be required to register its pet with the Association. Unit Owners and occupants or users of Units or any other portion of the Condominium or the Properties must pick up all solid wastes of their pets and dispose of such wastes appropriately. The Association shall have the right, at any time, to require that any pet on the Condominium Property provide a DNA sample, which sample may be taken by swab of the interior of such pet's mouth. The Association shall have the right to have any pet feces tested for purposes of matching such feces with the DNA on file with the Association and, in addition to any other remedy provided to the Association under the Declaration of Condominium or Applicable Law, shall have the right to fine Unit Owners and tenants for each violation of the foregoing restriction.

In addition to any other rights provided under the Declaration of Condominium or under applicable law, the Board of Directors of the Association may require the Owner or other occupant of a Unit to remove any pet from the Condominium and the remainder of the Properties for repeated violations of Section 17.4 of the Declaration of Condominium, or, in the Board's sole discretion, if such pet constitutes a danger to the Owners and other occupants of Units. If the owner of such pet fails to comply with such request, the Board may cause the pet to be removed from the Condominium and the remainder of the Properties, and all costs of such removal shall be the responsibility of the Unit Owner. Every pet owner shall be strictly responsible for the behavior of such owner's pet, including any damage to property or injury to Persons caused by such pet, and shall indemnify and hold Developer, the Association and every other Owner or occupant of a Unit harmless from any damage or injury caused by the pet. The Condominium Association may adopt Rules and Regulations that further regulate the keeping of pets within the Condominium and the remainder of the Properties, including, without limitation, the disposal of pet waste, the restriction of the number of animals that may be kept within a Unit, the prohibition of certain species or breeds, and the regulation or prohibition of pet activities within the Common Elements or other portions of the Properties.

Without limiting the generality of Section 19 of the Declaration of Condominium, any violation of the provisions of this restriction shall entitle the Condominium Association to all of its respective rights and remedies including, without limitation, the right to fine Unit Owners and tenants (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.

5. Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner. In no event shall any Unit Owner or occupant place, or permit the placement of, any item which obstructs, or otherwise impedes access to, any portion of the Condominium Property or any other portion(s) of the Properties which are either designated or used as delivery and receiving areas.

6. Nuisances. No portion of the Units, Limited Common Elements or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or any Limited

Common Elements appurtenant thereto that will emit foul or noxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. No offensive activity shall be carried on in any Units, Limited Common Elements, Common Elements or other portions of the Condominium Property, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Owner. The Board of Directors shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. In particular, during the hours from 11:00 p.m. through 8:00 a.m. no Unit Owner shall play (or permit to be played in its Unit, or in the Limited Common Elements or Common Elements) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium Property. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted within the Condominium Property. Notwithstanding the foregoing, no activity specifically permitted by the Declaration of Condominium or the Master Covenants, including, without limitation, activities or businesses conducted from the Commercial Parcel, or all or any portion of the Shared Facilities Parcel shall be deemed a nuisance, regardless of any noise, odors or traffic emanating therefrom (except, however, to the extent that such noise, odors or traffic exceed the limits, if any, permitted by Applicable Law).

7. Outside Items. No rubbish, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Condominium Property, except within designated trash receptacles. No linens, clothing, household fabrics, curtains, rugs, or laundry of any kind shall be hung, shaken, dried or aired from any windows, doors, balconies, terraces or other portions of the Condominium Property. No articles shall be placed on balconies, patios or similar areas, unless expressly permitted under the Declaration of Condominium or approved in writing by the Condominium Association. The foregoing shall not prevent placing and using patio-type furniture and other furnishings in such areas if the same are normally and customarily used for a residential patio, balcony, terrace or lanai area. Built-in planters shall not be placed on any balcony, patio, or similar area without the approval of the Condominium Association and in no event shall any planter which exceeds a maximum total weight of seventy-five (75) pounds per square foot be placed on any balcony. In the event of any doubt or dispute as to whether a particular item is permitted hereunder, the decision of the Board of Directors shall be final and dispositive.

8. Firearms. The discharge of firearms and fireworks within the Condominium is prohibited. The term "firearm" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

9. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of the Declaration of Condominium, the Articles of Incorporation or the By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this

Section. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Rule.

10. Alterations or Additions. Without limiting the generality of Section 9.1 of the Declaration of Condominium, but subject to the provisions of Section 11 thereof, no Unit Owner shall cause or allow improvements or changes to his Unit, or to any Limited Common Elements, Common Elements, or Association Property, which alters the exterior appearance thereof, or which could in any way affect the structural, electrical, plumbing or mechanical systems of the Building or elsewhere within the Properties, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 of the Declaration of Condominium). **Inasmuch as the Condominium has been constructed with post tension cables, absolutely no penetration shall be made to any floor slabs, roof slabs, or ceiling slabs without the prior written consent of the Board of Directors. Notwithstanding anything to the contrary contained herein, the post tension cables contained in the Building shall not be considered a part of a Unit. Since such cables are essential to the structure and support of the Building, all post tension cables within the Condominium shall be deemed Common Elements of the Condominium and may not be disturbed or altered without the written consent of the Board.**

11. Sound, Weight and Flooring Restrictions. Other than as originally installed by the Developer, hard and/or heavy surface floor coverings, including, without limitation, tile, marble or wood, may not be installed in any part of a Unit, without the prior written consent of the Association, except in kitchen and bathroom areas. The Association shall approve the installation of hard and/or heavy floor coverings (for which approval is required) provided the sound isolation and acoustical treatment material meets the specifications established from time to time by the Board. Once approved by the Board, the hard and/or heavy floor covering materials must be installed in accordance with the manufacturer's guidelines, the Florida Building Code and any other applicable building codes, and must be installed in a manner that provides proper isolation of the flooring materials from any ridged part of the building structure, including concrete sub-floor or adjacent walls and fittings. The Board may require an independent certification of the STC coefficient and the IIC rating after the installation of hard and/or heavy surface floor coverings, at the Unit Owner's sole expense. The Board will have the right to specify the exact material to be used under floor coverings on balconies; provided, however, that each Unit Owner shall be solely responsible for ensuring that any such installation conforms to the requirements of the Florida Building Code and any other applicable building code. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner agrees that sound transmission in a building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. **The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.**

12. Exterior Improvements. Without limiting the generality of Section 9.1 or 17.10 of the Declaration of Condominium, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Units or the Limited Common Elements appurtenant thereto (including, but not limited to, awnings,

canopies, shutters, window coverings, signs, screens, window tinting, fixtures and equipment) nor plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life or landscaping on its patio or balcony, without the prior written consent of the Association. No painting or changes in the exterior colors of any Units or any Limited Common Elements appurtenant thereto (if any) shall be permitted without the prior written consent of the Condominium Association. Notwithstanding the foregoing, to the extent otherwise permitted under the Act, the Association shall not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

13. Signs. No sign, poster, display, billboard or other advertising device of any kind, including, without limitation, "FOR SALE," "FOR RENT," security service or construction signs shall be displayed to the public view on any portion of the Units, Limited Common Elements, or Common Elements without the prior written consent of the Association, except (a) signs, regardless of size, used by the Developer, its successors or assigns or a party developing or marketing any portion of the Properties subject to the Master Covenants, including the Condominium Property, including signs used for construction or repairs, advertising, marketing, promotion, sales or leasing activities, (b) signs installed as part of the initial construction of the Units or other Improvements and replacements of such signs (similar or otherwise) and signs otherwise permitted under the Master Covenants, and (c) bulletin boards, entrance, directional, informational and similar signs used by the Association or by the Shared Facilities Owner.

14. Lighting. All exterior lights and exterior electrical outlets must be approved in accordance with the Declaration of Condominium.

15. Exterior Sculpture and Similar Items. Except as originally installed by the Developer, all exterior sculpture, flags, and similar items within the Condominium Property must be approved in accordance with Section 9 of the Declaration of Condominium. Notwithstanding the foregoing, any Unit Owner may respectfully display one (1) portable, removable American flag, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, any Unit Owner may respectfully display portable, removable official flags, not larger than four and one-half feet by six feet (4'6" x 6') that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

16. Air Conditioning. No window or wall mounted air conditioning units may be installed in any Unit.

17. Outside Installations. No radio station or short-wave operations of any kind shall operate from any Unit, Limited Common Element or Common Element. Except to the extent, if any, permitted under Applicable Law, no exterior satellite dish, or other transmitting or receiving apparatus, radio antenna, television antenna or other antenna of any type (collectively, "Receiving Devices") shall be erected or maintained on the Common Elements, Limited Common Elements, or in the Units. If the installation of any such Receiving Device is permitted under applicable law, any proposed installation thereof shall be approved by the Condominium Association prior to installation and shall be installed or affixed on the floor of such Unit Owner's balcony or patio so that the top of the Receiving Device does not extend beyond the top of the railing of such balcony or patio and is not visible from outside of the Unit or any Limited Common Element appurtenant to such Unit; provided, however, that under no circumstances shall a Unit Owner drill into or otherwise alter any balcony or other Limited Common Element appurtenant to its Unit. To the fullest extent permitted under applicable law, the Association and the Shared Facilities Owner may enact Rules and Regulations which prohibit or otherwise

restrict individual antennas, including (without limitation): (a) prohibitions or restrictions based on the availability of a central antenna system or other central reception facilities; and (b) requirements that any devices which may be permitted under applicable law be of comparable size, weight and appearance, that any such devices be installed and maintained in a manner designed to protect the safety of the Building and its occupants and that any such devices satisfy reasonable and uniform standards established by the Association for architectural appearance purposes. The provisions of this section may not be amended, by any amendment to the Declaration of Condominium or the Rules and Regulations, without the approval of at least eighty percent (80%) of the voting interests in the Condominium.

18. Window and Door Treatments. No reflective film, tinting or window coverings shall be installed on any windows or glass doors within the Condominium, except as necessary to replace or restore tinting of glass surfaces as originally installed, unless approved by the Association prior to installation in accordance with Section 9.1 of the Declaration of Condominium. Curtains, drapes and other window coverings (including their linings) which face on exterior windows or glass doors of Units, or are visible from the exterior of the Building, shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors. No aluminum foil may be placed in any window or glass door of a Unit, and no reflective substance may be placed on any glass in a Unit, except for any substance previously approved by the Board of Directors for energy conservation or hurricane protection purposes. No unsightly materials may be placed on any window or glass door or shall be visible through such window or glass door. Any screen door must be of a uniform type approved by the Association.

19. Parking and Vehicle Restrictions. No person shall park any vehicle so as to obstruct or otherwise impede ingress or egress to any parking spaces, including without limitation, to a parking space assigned to any other Unit, Parcel or otherwise designated for use by any other persons, including an 1110 Beneficiary. Parking in the Shared Facilities Parcel shall be restricted to private automobiles and passenger-type vans, jeeps and pick-up trucks and sport utility vehicles, motorcycles, and motor scooters (all of which are collectively referred to herein as "vehicles"), with the exception of commercial-type vehicles providing services to the Condominium, the Commercial Parcel or the Shared Facilities Parcel. No person shall park, store or keep on any portion of the Shared Facilities Parcel any large commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck) or any motor vehicle which exceeds 18 feet in length, except temporarily in designated guest parking locations or loading bays, nor may any person keep any other vehicle within any portion of the Shared Facilities Parcel which is deemed to be a nuisance by the Shared Facilities Owner. No trailer, camper, motor home or recreational vehicle shall be used as a residence, either temporarily or permanently, or parked within the Shared Facilities Parcel. The Shared Facilities Owner shall have the authority to prohibit any vehicle, including any motorcycle or motor scooter, which it determines constitutes a nuisance due to its noise level, particularly where such vehicle is operated in the early morning or late evening hours. No vehicle is permitted within the Shared Facilities Parcel which leaks oil, brake fluid, transmission fluid or other fluids. No Owner, occupant or other person shall conduct repairs or restorations on any motor vehicle, or other vehicle, or race the engine of any vehicle, upon any portion of the Shared Facilities Parcel. No more than one (1) motorcycle or motor scooter may be parked in a single parking space, and in no event may a motorcycle or a motor scooter be parked in the same parking space as another vehicle or between any parking spaces. For so long as the Declarant conducts any sales or leasing activities on the Properties, its use of parking spaces shall not be impeded or restricted. The prohibitions on parking contained in this section shall not apply to temporary parking of: (a) commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services related to the Parcels; (b) any

vehicles of the Declarant, or its affiliates or designees, used for construction, maintenance, repair, decorating, sales or marketing purposes; or (c) service vehicles operated in connection with the Shared Facilities Owner, a Condominium Association, or their management companies.

Subject to Applicable Law, any vehicle, boat, motorcycle or trailer parked in violation of these or other restrictions contained herein or in the Rules and Regulations adopted by the Shared Facilities Owner may be towed by the Shared Facilities Owner at the sole expense of the owner of such vehicle. The Shared Facilities Owner shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor shall it be guilty of any criminal act, by reason of such towing.

20. Hurricane Protection. The exterior glass in the Condominium is intended (without imposing any obligation) to be composed of Miami-Dade County Product Approved material and is intended to be Impact Resistant, as defined in the South Florida Building Code. Accordingly, no type of hurricane protection may be installed in or around the Units and the Limited Common Elements appurtenant thereto, except to the extent permitted under the Act. If and to the extent the Act gives Unit Owners the right to install hurricane shutters, any proposed hurricane shutters or other hurricane protection shall be approved by the Association prior to installation, and shall be installed or affixed in the manner approved by the Association. **All hurricane shutters and similar equipment shall be kept in an open position except during periods of hurricane warnings or watches, or tropical storm watches or warnings.** Upon issuance of an official hurricane or tropical storm warning or watch, each Unit Owner shall take all actions necessary to prepare his/her Unit for any such hurricane or tropical storm, which shall include (i) removing all objects from balconies and terraces which will not be secured or otherwise protected, and (ii) complying with all rules and regulations which may be adopted, amended, or supplemented by the Association from time to time. No hurricane or storm shutters or other hurricane protection shall be permanently installed on any structure in a Unit or in the Limited Common Elements or Common Elements, unless first approved in accordance with Section 9 of the Declaration of Condominium.

21. Unit Maintenance. Each Unit Owner must undertake or must designate a responsible firm or individual to undertake his general maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining the exterior appearance of the Unit and the Limited Common Elements, safeguarding the Unit and the Limited Common Elements to prepare for hurricane or tropical storm watches and warnings by, among other things, removing any unfixed items on balconies and terraces, and repairing the Unit and the Limited Common Elements in the event of any damage therefrom. An Owner of a Unit may designate a firm or individual to perform such functions for the Owner, but such designation shall not relieve the Owner of any responsibility hereunder. The name(s) and addresses of such firm or individual must be furnished to the Association. The designation of such firm or individual shall be subject to the approval of the Association. In the event a Unit Owner does not, in the Condominium Association's opinion, comply with the general maintenance responsibilities set forth herein or in the Declaration of Condominium, such maintenance and/or repair may (without imposing any obligation on the Condominium Association to do so) be effected by the Condominium Association at said Unit Owner's sole expenses and a Charge therefor may be made against such owner's Unit. Notwithstanding the foregoing, the Condominium Association is not obligated to undertake any such maintenance and/or repair obligation on behalf of any Unit Owner and, if any action is so taken, the Condominium Association shall not be liable for any damage to the Unit, the Limited Common Elements, or any personal property contained therein in connection with any actions taken pursuant to this Section.

22. Hazardous Substances. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, Limited Common Elements or Common Elements, except such as are generally used for normal household purposes. No gas or charcoal barbecue or other cooking devices, or outside cooking, is permitted on any patio, balcony, terrace or lanai.

23. Mold Prevention. No Unit Owner shall install within his or her Unit, or upon the Common Elements and/or the Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture and/or shelving within a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Furthermore, all Unit Owners, whether or not occupying the Unit, shall continually run the air conditioning system to minimize humidity in the Unit and the Association shall have the right, but not the obligation, to access the Unit if it deems necessary or desirable to monitor or to cause compliance with the provisions of this Section, including (without limitation) the requirement to continually run the air conditioning system. **While the foregoing is intended to minimize the potential development of mold, mildew, spores, fungi, and/or other microtoxins, the Developer does not make any representations or warranties regarding the existence or development of molds or microtoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of molds, mildew, spores, fungi and/or other microtoxins, including without limitation, any claims or responsibility for any illness or allergic reactions which may be experienced by such Unit Owner or any occupant of a Unit.** Unit Owners and occupants should immediately file a written report with the Association if any molds are found or if it appears that abnormal amounts of moisture have accumulated in their Unit or elsewhere within the Condominium.

24. Play Equipment, Strollers, Etc. Bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers and similar items shall not at any time be left in the hallways or other Common Elements of the Condominium or in the Limited Common Elements (including balconies, terraces and patios).

25. Insurance Rates. Nothing shall be done or kept in the Common Elements or within the Units or the Limited Common Elements which will increase the rate of insurance on any property insured by the Association or the Shared Facilities Owner, without the approval of the Board or the Shared Facilities Owner, as the case may be, nor shall anything be done or kept in the Units, or on the Limited Common Elements or Common Elements, which would result in the cancellation of insurance on any property insured by the Association and Shared Facilities Owner, or which would be in violation of any law.

26. Association Access to Units. In order to facilitate access to the Units by the Association to use in the performance of its functions, it shall be the responsibility of all Unit Owners to deliver a set of keys to their Unit to the Association to use in the performance of its functions. No Owner shall change the locks to its Unit without so notifying the Association and delivering to the Association a new set of keys to such Unit.

27. Documents. Each Owner shall be obligated to deliver the documents received from the Developer, or from any prior Owner, containing the Declaration of Condominium and any other declarations and documents, and any modifications thereto, to any purchaser or grantee of their Unit. Notwithstanding the foregoing, in the event of loss or damage to the

documents they may be obtained from the Association upon payment of the actual cost for preparing and furnishing the documents to any Owner requesting them.

28. Variances; Exceptions. The Board of Directors of the Association shall have the right and power to grant variance from time to time for the provisions of this Section for good cause shown, as determined by the Board of Directors of the Association, in their reasonable discretion. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Section in any instance in which such variance is not granted.

For these and other restrictions on the use of the Units, Limited Common Elements and Common Elements located within the Condominium, reference should be made to all exhibits contained in this Prospectus, including Sections 9 and 17 of the Declaration of Condominium.

The restrictions set forth in the Declaration of Condominium will only apply to the 1080 Condominium and will not apply to the remainder of the Properties, including the commonly used facilities located in the Shared Facilities Parcel. There are additional use restrictions in Article 11 of the Master Covenants, which are not set forth herein, and which, together with any Rules and Regulations of the Shared Facilities Owner, will apply to all portions of the Properties, including the Shared Facilities of the Shared Facilities Parcel.

**Certain of the Restrictions described above do not apply to the Developer.** This means, among other things, that the Developer, in its sole and absolute discretion, will be free to use its unsold Units in the Condominium as temporary accommodations in connection with construction, marketing, promotion or sales activities, or as guest facilities for its guests and invitees (including prospective buyers visiting the Condominium), and that the Developer may use one or more of its unsold Units as models, sales offices or guest facilities in connection with its selling or leasing of Units or any other activities related to the Properties. However, the Developer is subject to the pet restrictions, and to the requirement that the prior written approval of the Condominium Association be obtained for leases of Units, which are set forth in Section 17 of the Declaration of Condominium. The Developer, and its designees, shall be exempt from any of the parking restrictions set forth herein if the vehicle is engaged in any activity relating to construction, leasing, managing, maintenance or marketing of Units, Parcels or other facilities within the Properties.

**THE BOND (1080 BRICKELL) CONDOMINIUM ASSOCIATION, INC.**  
**(THE “ASSOCIATION”)**

**RE: NOTICE OF ADOPTION OF AMENITIES RULES AND REGULATIONS**

Dear Resident(s):

The Board of Directors (the “**Board**”) of the Association would like to thank you for your patience and cooperation during these challenging and unprecedented times. The Association is continuing to monitor new developments in connection with the COVID-19 public health crisis and is taking a measured and responsible approach to reopening amenities at The Bond (1080 Brickell) Condominium. We understand that residents are eager to begin using amenities which have been temporarily closed in accordance with applicable emergency orders. As such, we are pleased to inform you that there has been some updates to the rules for all amenities. Please note that use of these amenities will be subject to strict adherence to the rules and regulations (the “**Rules**”) promulgated by the Board enclosed with this notice.

Accordingly, please read the new Rules carefully, as all residents wishing to use the opened common areas will be required to acknowledge receipt and understanding of the new Rules by signing the waiver of liability and release form attached to this notice. It is anticipated that certain Rules may be modified or lifted from time to time as new developments arise, and all Rules remain subject to change in the Board’s discretion. Lastly, the Association urges all residents to continue doing their part in maintaining a safe and healthy environment at The Bond by (among other sanitary measures) continuing to practice social distancing, frequently washing your hands, and following all Rules. Thank you again for your cooperation. Please contact the General Manager of the Association at [myriamg@kwpmc.com](mailto:myriamg@kwpmc.com) if you should have any questions or concerns regarding this notice.

Sincerely,  
On Behalf of the Board of Directors,

Myriam Garcia-Perez, LCAM  
General Manager

**WAIVER OF LIABILITY AND RELEASE  
FOR  
USE OF AMENITIES**

1. I hereby affirm that I have read and understand the Rules and Regulations (the “**Rules**”) attached as **Exhibit A**.
2. In consideration of the benefit of the use of the use of the pool, cabanas, living room, library, business center, kid’s room, steam room, sauna’s and fitness center (the “**Amenities**”) at The Bond (1080 Brickell) Condominium (the “**Condominium**”), I do hereby release, acquit and forever discharge The Bond (1080 Brickell) Condominium Association, Inc., a Florida not-for-profit corporation (the “**Association**”), and KW Property Management, LLC, a Florida limited liability company (the “**Manager**”), together with each of their affiliates and related entities, officers, directors, shareholders, employees, agents, and attorneys (collectively, the “**Released Parties**”), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has, or which may hereafter accrue, known or unknown, foreseen or unforeseen, on account of bodily injury, death, property damage, and the consequences thereof resulting from my use of the Amenities. I hereby acknowledge and voluntarily assume the risks associated with use of the Amenities, including but not limited to, personal injury and death.
3. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by accessing and/or using the Amenities and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 when accessing and/or using the Amenities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Released Parties.
4. I hereby agree to indemnify and hold harmless the Released Parties against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys’ fees), causes of action, and judgments based on, arising out of, or connected with any matter encompassed herein. This Release and Indemnification shall apply even in those situations where the claims may result directly or indirectly, in whole or in part, from the negligence of the Released Parties. This Release and Indemnification is intended to be construed as broadly as possible. The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned and that he/she has been adequately advised.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Unit #**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

## **Exhibit A**

### **AMENITIES RULES AND REGULATIONS**

#### **Pool Deck and P Level:**

##### **POOL DECK RULES**

- Pool hours are from sunrise to sunset.
- No radios, speakers or electronic music devices are allowed without earphones.
- No diapers in the pool. Children not toilet trained must wear approved waterproof pants over diapers. Disposable diapers are not allowed. Swim diapers only.
- No floating devices in pool. No rafts, beach balls, surfboards, or similar beach equipment are permitted in pool or pool area.
- No reserved seating areas.
- Children under the age of sixteen (16) may not swim or use the pool areas unless accompanied and supervised by an adult.
- Cover-ups and footwear are required in all Common Areas. A towel does not constitute a cover-up.
- Suntan lotion must be removed before entering the pool-use the shower provided at the pool.
- Cover lounge chairs with a towel.
- Pets are not permitted in pool area, even if carried.
- Shower before entering the pool.
- Smoking is prohibited.
- No glass of any kind is permitted in the pool area.
- No food or drinks allowed inside the pool.
- Nude sunbathing or swimming is not permitted.
- Only thirty-two (32) persons shall be permitted on the pool deck at any given time.
- Only registered residents may use the pool with 2 guests allowed per resident.
- Roving security will patrol pool deck and cabanas to ensure the guest policy rule and ensure that only registered residents are present. Presentation of a valid form of identification (such as a state-issued driver's license or a passport) shall be required for proof of residency.
- Pool deck furniture shall not be moved and is set to be a minimum of six (6) feet apart. Do not drag chairs across pool deck.
- Masks are recommended to be worn by unvaccinated persons.
- All persons must stay a minimum of six (6) feet (about two (2) arms' length) from other people while on the pool deck. This does not apply to household/family members; however, furniture is not allowed to be moved. Household members may utilize cabana beds.

### **Pool/Spa/Pool Deck and Cabanas**

BB-Q grills are equipped with a 3- hour timer and will be locked. Reception Desk will be available for assistance in order to unlock the grill for usage after the reservation has been confirmed. Please contact the Management Office or Front Desk for reservations during the hours of Monday to Friday 9am-8pm. Reservations requests made during the weekend for same day usage will not be authorized. Application MUST be signed as confirmation of approval for use and required fees and deposits must be received.

### **CABANAS RULES**

- Reservations must be made with the Management Office or Front Desk in advance for use along with a cleaning/disinfecting fee.
- No glass permitted in the Cabanas or Pool Deck.
- Smoking is prohibited in the Cabanas and Pool Deck.
- Report any damage, broken item or potentially hazardous condition to the Management Office and/or Front Desk immediately.
- Any damage made during an event will be charged directly to the resident.
- Pets are not permitted in cabana area, even if carried.
- Hours available for use is from sunrise to sunset.
- One cabana is allowed to be reserved per unit.
- Maximum six (6) guests allowed with registered resident.
- \$25 cleaning/disinfecting fee is required for each reservation
- Masks are recommended to be worn by unvaccinated persons.

### **Fitness Center**

Fitness Center is open 24 hours a day, 7 days a week. A key fob is needed in order to enter the facility.

- Fitness Center is restricted the use of registered residents only. No guests are allowed at the fitness center at any time.
- All equipment must be wiped down before and after each use and placed back in its original location.
- Athletic shoes, shirts and proper attire are expected in the fitness room at all times. NO sandals or flip-flops.
- No food, alcohol, glass containers, smoking, or horseplay is permitted in this facility. NO pets are allowed.
- Any damage to equipment must be reported to Management or the Reception Desk immediately.
- All misuse of equipment is strictly prohibited (*dropping weights, abuse of equipment or the facility, etc.*)
- The Association is not responsible for loss, theft, or damage to personal items.
- Children under the age of eighteen (18) are not allowed to use the fitness room and equipment unless accompanied by an adult
- Dispose of trash items in the appropriate waste containers.
- Follow equipment directions carefully.
- Only use equipment if you are in proper health condition. It is advised to consult a medical physician or medical advisor before starting any exercise regimen. Use equipment at YOUR OWN RISK!
- The Association and Management Company assume no responsibility for any injury or accidents that may occur.
- Management reserves the right to remove individuals not adhering to the gym rules.
- Personal trainers must be pre-registered with the Management Office.
- Masks are recommended to be worn by unvaccinated persons.

## **Business Center**

### **BUSINESS CENTER RULES**

- No guests allowed in this room. This is for registered residents only. Available Monday-Friday 9am-4:30pm by appointment only with Management or Front Desk. There will be no key fob access to this room and an Association team member will open the door for residents with reservations.
- Four (4) hour limit usage.
- Only three (3) residents allowed at a time- one resident per table.
- Masks are recommended to be worn by unvaccinated persons.

## **Living Room**

This room is located on the Amenities Deck. This room is equipped with a billiard table, ice maker, sink and refrigerator drawers.

### **LIVING ROOM RULES**

- This is for registered residents only.
- Six (6) guests maximum allowed at a time with registered resident.
- Four (4) hour limit usage.
- Smoking is prohibited in the Living Room.
- Available to residents only from 9am-11pm.
- No items to be removed from or added to the Living Room without authorization from Management.
- Report any damage, broken item or potentially hazardous condition to the Management Office and/or Front Desk immediately.
- Reservations must be made in order to use this room with Management in advance. Fees and deposits are required for each reservation.
- The usage of the billiard table is available without reservations. Identification must be provided to the Front Desk in order to obtain the billiard table supplies and for confirmation of availability.
- Masks are recommended to be worn by unvaccinated persons.

## **Library**

The Library is open daily from 9am to 8pm.

### **LIBRARY RULES**

- Masks are required in this room.
- No guests allowed in this room. This room is for registered residents only.
- Only 8 (eight) residents maximum allowed in the room at one time
- Food and Drinks of any kind are prohibited in the Library.
- Smoking is prohibited.
- No items are to be removed or added to the Library without authorization from Management.
- Residents and/or guests are not authorized to touch the television settings or install any other equipment onto the television.
- Report any damage, broken item or potentially hazardous condition to the Management Office and/or Front Desk immediately.
- Shoes, shirt and proper attire is necessary (no wet towels or bathing suits allowed).
- Masks are recommended to be worn by unvaccinated persons.

## **Kid's Corner**

### **THE KID'S ROOM RULES**

The Kid's Room is open to all children, but was designed to be utilized by children under 12 years old, with adult supervision. Children may not use this area unless they are accompanied by a parent or responsible adult. All residents and their guests must review these rules with your children and insist they obey them. These rules are designed for benefit of all:

- Use play room at your own risk. The Bond 1080 Residents are responsible for any personal injury or damage to personal or play room property caused by them or their guests.
- The Kid's Room is for the exclusive use of The Bond 1080 Residents. Any guests must be accompanied by a Bond 1080 Resident at all times.
- Wet swimsuits are not permitted at any time.
- Children must be supervised by an adult at all times.
- No items to be removed from or added to this play room without authorization from Management.
- Please help keep this room clean and safe by returning all toys used to its designated storage areas.
- No food permitted in this play room.
- No drinks or other liquids are permitted in this play room.
- Smoking is absolutely prohibited.
- No pets are allowed in this play room.
- Report any damage, broken items or potentially hazardous conditions to the Management Office and/or the Front Desk immediately 305-693-2663 ext. 3
- Anyone causing intentional damage to the Kid's Room toys or furnishings will be assessed no less than a \$100.00 fine and, depending on the severity of the damage caused.
- Masks are recommended to be worn by unvaccinated persons.

\*\*\*\*Opening the balcony slider is prohibited

### **Tenant Rule:**

To the extent any tenant is found to be in violation of the terms and conditions of any of the Association's governing documents, as determined by the Board of Directors, after having been previously determined by the Board of Directors to have violated the terms of any of the Association's governing documents, the Unit Owner leasing a Unit to such tenant shall be required, within 30 days notice from the Association, to commence formal proceedings for the removal of the tenant.

### **Access Fob Rule:**

Each Unit Owner or approved resident within the Condominium shall be entitled to an access fob. All other individuals seeking access to the Condominium or any Unit must seek such access through the front desk attendant.

**\*\*Please note that in light of recently revised CDC guidelines for FULLY VACCINATED individuals, as well as recent executive orders from the Office of the Florida Governor, The Bond (1080 Brickell) Condominium Association, Inc. will no longer require residents and guests to wear a mask in common areas of the building, effective immediately. However, all onsite staff and vendors performing work must continue to wear a mask while performing work at the property. The Association strongly encourages all individuals who have not been vaccinated to continue to wear a mask throughout the common elements at all times. Please contact property management staff if you should have any questions.**